

# OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) @ DIRECTORATE GENERAL HEALTH SERVICES SINDH, HYDERABAD



PHONE NO. 022-2671695 & 2671693 FAX NO. 022-267169

Email hpcp.sindh @ yahoo .com

# 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 Drugs/Medicines , Auto destructible syringe, Machinery/Equipments, kits and consumable, Furniture/Fixture and awareness material about prevention and treatment of Hepatitis through panaflax, poster, Banners, Boards , Hoardings/ electronic media, vinyl publicity poster on public Transport (Bus)/Floats on Mazda Truck large size for the year 2015-2016 .

Bidding Document containing specification, terms and conditions including other details can be obtained from office of Additional Secretary (PM&I) Government of Sindh Health Department, Karachi, Director General Health Services Sindh Hyderabad and office undersigned from 31-03-2016 to 15 -04-2016.

S.#	Description	Tender	Call Deposit
		Fee	of quoted
		_	items
1	Drugs/Medicines	Rs.2000/-	3%
2	Auto destructible syringe	Rs.2000/-	3%
3	Machinery/Equipments	Rs.2000/-	3%
4	kits (PCR, Elisa, ICT & chemistry kits) /	Rs.2000/-	3%
	laboratory consumable /protective kits		
5	Furniture/Fixture	Rs.2000/-	3%
6	Awareness material about prevention and treatment of Hepatitis	Rs.2000/-	3%
	through panaflax, poster, Banners, Boards, Hoardings/electronic		
	media, vinyl publicity poster on public Transport (Bus)/Floats on		
	Mazda Truck large size		

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 18 -04-2016 by 11.00 A.M

Only Technical bids/ proposals will be opened on 18-04-2016 at 12.00 Noon 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.

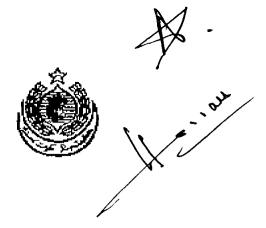
Bids must be in Pak rupees.

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.

The bidding documents can be download from the authority's website as well as from the website of this office (www.hpcp.com.pk).

PROGRAM MANAGER
HEPATITIS PREVENTION & CONTROL
PROGRAM IN SINDH



Phone # 99203108, 99204203

No. SO (M&I) 2-1/2013 (CRC)

# GOVERNMENT OF SINDH HEALTH DEPARTMENT

(PROCUREMENT MONITORING & INSPECTION CELL)

Karachi, Dated: 18<sup>th</sup> Feb 2016

# **NOTIFICATION**

In supersession of this Department's notification of even number dated: 29<sup>th</sup> July, 2013 and 28<sup>th</sup> March 2015 and in pursuance of Rules-31 and 32 of Sindh Public Procurement Rules 2010, the Government of Sindh, Health Department re-constitutes Complaint Redressal Committee (CRC) comprising of the following officers for scrutinizing the complaints of aggrieved bidders against tender invited by Health Institutions / Hospitals / Programmes / Projects in Sindh.

01	Special Secretary(Admn), Health Department, Sindh	Chairman
02	Additional Secretary(PM&I), Health Department, Sindh	Member
03	Professor Khalida Soomro, Professor of Cardiology, Dow University of Health Sciences / Civil Hospital, Karachi.	Member
04	Dr. Syed Khalid Hussain, Procurement Executive, N.I.C.V.D., Karachi.	Member
05	Representative from Accountant General Sindh, Karachi	Member

**TORs** 

> To scrutinize the complaints from the aggrieved bidders and decide the cases strictly in accordance with SPP Rules 2010.

# SECRETARY HEALTH

No. S.O.(PM&I) 2-1/2011(CRC)

Karachi, dated, the 18<sup>th</sup> Feb 2016

# C.C to:

1. The P.S.to Chief Secretary Sindh, Karachi.

- 2. The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi
- 3. The Executive Director, NICVD, Karachi.
- A. The Director General Health Services Sindh, Hyderabad.
- 5. The Additional Secretary (Admn/Development/Public Health), Health Department()
- 6. The Chairman & all members of the Committee.
- 7. The P.S. to Secretary Health Sindh.

2617

(RASHID HUSSAIN)
SECTION OFFICER (PM&I)

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# No .HD (P&E) 6(101)/2016 GOVERNMENT OF SINDII HEALTH DEPARTMENT KARACHI DATED THE:- 16th March, 2016

# **NOTIFICATION**

No. HD (P&E)6(101)/2016. A technical evaluation committee comprising of following officers is hereby constituted for technical evaluation of bids documents/specification for procurement of goods, services. Syringes, medicine/ drugs and consumables, office and medical equipments. furniture and fixture, print media. Electronic media and advocacy in respect of Development scheme "Hepatitis Prevention and Control Program (Chief Minister's Initiative) Sindli during C.F.Y 2015-16 with immediate effect and until further orders:-

. 1. Director General Health Services Sindh Hyderabad.

Chairman.

2. Program Manager Hepatitis Prevention Control Program

Member/Secretary

3. Prof.Dr. Abu Talib Gastroenterologist. Dow University of Medical Sciences, Civil Hospital Karachi.

Member

4. Dr. Bikha Ram Devrajani Professor of Medicines /Hepatologist LUMHS Jamshoro. Member

5. Dr. Ali M. Waryah Incharge Medical Research Centre LUMHS Jamshoro Member

6. Dr. Ghulam Fatima Chief Pathologist, Civil Hospital, Karaehi. Member

The committee will ensure transparencies in procurement process and observe all codal formalities strictly as per Sindh Public Procurement rules 2010.

> Secretary Health Government of Sindh, Karachi

No. HD (P&D) 6(101)/2015-16

KARACHI DATED THE: 16th March, 2016

A copy is forwarded for information to the:

1. Program Manager, Hepatitis Prevention and Control Program (Chief Minister's Initiatike) Sindh

2. All members of the Committee.

3. PS to Secretary Health, Health Department, Government of Sindh, Karachi.

> (SHAISTÁ JABEEN) Additional Director (PH)



# GOVERNMENT OF SINDI HEALTH DEPARTMENT KARACHI DATED THE:- 16<sup>th</sup> March,2016

# **NOTIFICATION**

No. HD (P&E)6(101)/2016. A purchase committee comprising of following officers is hereby reconstituted for procurement of goods, services. Syringes, medicine/ drugs and consumables, office and medical equipments, furniture and fixture, print media, Electronic media and advocacy, in respect of ADP New Development scheme "Hepatitis Prevention and Control Program (Chief Minister's Initiative) Sindh" with immediate effect and until further orders:-

1.	Director General Health Services Sindh Hyderabad.	Chairman.
2.	Program Manager, HPCP CM's Initiative in Sindh	Member/Secretary
<i>3</i> .	Dr. Bikha Ram Devrajani Professor of Medicines / Hepatologist LUMHS Jamshoro.	Member
4.	Dr. Ghulam Fatima Chief Pathologist, Civil Hospital, Karachi.	Member
5.	Deputy Secretary PM&-I Health Deptt, Govt. of Sindh	Member
6.	Rep. of Commissioner Hyderabad Division	Member
7.	Rep. of District Accounts Officer Hyderabad	Member

• The committee will ensure transparencies in procurement process and observe all codal formalities strictly as per Sindh Public Procurement rules 2010.

KARACHI DATED THE:

Secretary Health Government of Sindh, Karachi

16<sup>th</sup> March, 2016

No. HD (P&D) 6(101)/2015-16

A copy is forwarded for information to the:

1. Program Manager, Hepatitis Prevention and Control Program (Chief Minister's Initiative) Sindh

2. All members of the Committee.

3. PS to Secretary Health, Health Department, Government of Sindh, Karachi.

(SHAISTA JABREN)
Additional Director-(PH)



# OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) HYDERABAD PHONE NO. 022-2671695 & 2671693 FAX NO. 022-2671696 Email hpcp.sindh @ yahoo.com



MACHINERY/EQUIPMENTS, KITS AND CONSUMABLE , FURNITURE/FIXTURE AND AWARENESS MATERIAL ABOUT PREVENTION AND TREATMENT OF HEPATITIS THROUGH PANAFLAX, POSTER, BANNERS, BOARDS , HOARDINGS/ ELECTRONIC MEDIA, VINYL PUBLICITY POSTER ON PUBLIC TRANSPORT (BUS)/FLOATS ON MAZDA TRUCK LARGE SIZE FOR THE YEAR 2014-2015. TENTATIVE PROCUREMENT PLAN FOR PROCUREMENT OF DRUGS/MEDICINES , AUTO DESTRUCTIBLE SYRINGE,

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poster, Banners, Boards Hoardings/	through panaflax,	treatment of Hepatitis	about prevention and	Awareness material	Furniture/Fixture	/protective kits	consumable	laboratory	& chemistry kits) /	kits (PCR, Elisa, ICT	Equipments	Machinery /	syringe	Auto destructible					Drugs/Medicines			I tile of Proculentelit	Title of Descriptions
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Tender No.1

# OFFICE OF THE PROGRAM MANAGER

PREVENTION & CONTROL OF HEPATITIS SINDH

(CHIEF MINISTER'S INITIATIVE)

@ DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD

BIDDING DOCUMENTS FOR PROCUREMENT OF HEPATITIS B & C MEDICINES FOR THE FINANCIAL YEAR 2015-2016.

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# A: Instructions to Bidders. (ITB)

# INTRODUCTION

# 1. SOURCE OF FUND

1.1 The Government of Sindh has allocated funds under Program Manager Hepatitis Prevention & Control Program Sindh (Chief Minister's Initiative) Hyderabad during the financial year 2015-2016.

# 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 subject to the conditions that:
  - a) The manufacturer with the following standard:

# Inj: Pegelated Interferon Alfa2a(40 KDa

- (i) FDA/EMA/WHO/DRAP Certificate
- (ii) GMP certificate
- (iii) SVR data of your brand published indexed journal as full article.(Abstracts and presentations will not be accepted)
- (vi) Documentary Evidence of being freely available and is being used in the Country of origin.
- (v) Bio Similar / Bio Equivalence certificate.

# b) <u>Tab: Sofobuvir 400mg</u>

- (i) The raw material source must be licensed by the originator
- (ii) Manufactures GMP certificate from the country of origin.
- (iii) Documentary Evidence of being freely available and is being used in the Country of origin.
- 2.2 The Agents/Suppliers/Importers must possess valid authorization from the Manufacturer. In case of Manufacturers, they should have documentary proof to the effect 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.
- 2.5 Registration with SBR

### 3. ELIGIBLE GOODS

3.1 Offered goods should be registered with the DRAP

- 3.2 Goods should be packed and transported in a material that meets international standards:
- 3.5 Goods should be transported from the Manufacturer to the consignee's end strictly in compliance with the standard rules and regulations relating to the transportation and maintenance.
- 3.6 Goods should be in a special green color (Flag Color) packing meant for Govt. as per presidential directives and should be marked "PROPERTY OF HEPTITIS PREVENTION & CONTROL PROGRAM SINDH (CHIEF MINISTER'S INITIATIVE), GOVT. OF SINDH, SALE PROHIBITED" outside and inside of packing in English / Urdu.
- 3.7 Medicines must be registered with DRAP without registration the technical proposal will be rejected.

# 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 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:

- 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. 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 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.I 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, 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) 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 goods as defined in clause-3 and conform to the bidding documents; and
  - (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 goods 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.
- 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 certificate (NTN) and General Sales Tax certificate.
  - 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;

- The Bidder is required to provide with its technical proposal the names of the goods for which it has quoted rates in the financial proposal;
- iv. The Bidder must submit the production capacity of the Manufacturer, its financial status, batch capacity, necessary assurance of quality production, and the cadre-wise number of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plant.
- v. Representative of firm will submit the authority letter during opening of Technical and 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 goods which it proposes to supply under the Contract.

# 12.2 Submission of samples:

- (a) The Bidder must submit, along with technical proposals, sample(s) of quoted items for verification by the procurement committee. No technical proposal / bid will be considered in the absence of sample(s).
- (b) The representative sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.

### 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 2016. 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 Project name and address i.e. Program Manager Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh, Hyderabad with the serial number indicated in the Tender Notice, and a statement: "DO NOTOPEN- 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

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 -----
- 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	Registration with FDA/EMA/WHO/DRAP		
2	shelf life 80% at least		
3	Registration with SBR		
4	Fulfillment of the tender conditions of ITB clause 8 & 11		
5	Manufacturer Authorization on prescribed proforma		
6	GMP certification OF Manufacturer / copy of certificate		
7	Provision of sample(s) along with Lab. Test Report (from National Control Laboratory, Mol I, Govt. of Pakistan). *		
8	Certificate of Analysis from Manufacturer		
9	Bill of landing / Bill of Entry		
10	Proof of financial soundness certificate from schedule Bank about 100 (M) Last three years	<b>,</b>	
11	Bank Statement last 3 years		
12	Audit Reports of three years (2012-2013, 2013-2014 and 2014-2015)		
13	Proof of General Sales Tax paid during the last three years		
14	Proof of Income Tax paid during the last three years		
15_	Proven Track Record last three years of the firm		
16	Appropriateness of supply schedule offered by the bidder		
17_	Original Price List of quoted product		
18	Copy of Professional Tax Certificate current year		
19	Copy of Chamber & commerce Industries certificate current year		

20	Physical proof of availability of cold chain of participated bidders for cold chain items.		!
21	Valid Drugs sales license of supplier/ Bidder		
22	Original purchase tender receipt.		

<sup>\*</sup> Information at column 07 above is a constant and will have to be provided by the contractor each time supply is made

# (b) Financial proposal bids:

After technical evaluation of technical Bid by the technical committee, 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 process. The Purchaser shall simultaneously inform in writing the qualified bidders date, time and place for opening the financial proposals. Bidder's attendance at the opening of financial proposal is optional.

- 23.3 Financial proposals/Rates shall be opened/ announced publicly in the presence of the bidders or their representatives.
- 23.4 The lowest price quoted by a qualified bidder 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, 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, 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 VERY 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

- 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

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

- 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 agreement between the Parties.
- 32.2 Ten days after the official announcement of the award as stipulated in the SPPRA 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

- 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
- 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 Medicines / Drugs and transport including all kinds of vehicles 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 goods, such as printing of special instructions on the label and packing, design and logo of the Programme, transportation of goods up to the desired destinations and other such obligations 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 Program Manager, Hepatitis Prevention & Control Program Sindh (Chief Minister's Initiative), at Directorate 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 goods 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 AND TESTS

- 7.1 The Purchaser or its representative shall have the right 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 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.
- The goods shall be supplied on "Delivered Duty-Paid (DDP)" basis at the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at 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 goods shall be accompanied by a warranty and must have the shelf life of not less than 80% from the date of delivery by the Supplier to the Purchaser.
- 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

- 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.
- 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.
- 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 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.

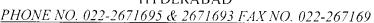
# 22. APPLICABLE LAW

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

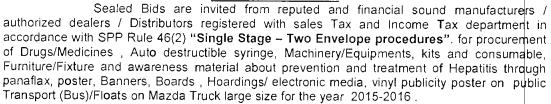


# OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) @ DIRECTORATE GENERAL HEALTH SERVICES SINDH, HYDERABAD



Email hpcp.sindh @ yahoo .com

# INVITATION OF BIDS.



Bidding Document containing specification, terms and conditions including other details can be obtained from the office of Additional Secretary (PM&I) Government of Sindh Health Department, Karachi, Director General Health Services Sindh Hyderabad and office of the undersigned from 31-03-2016 to 15-04-2016.

S.#	Description	Tender	Call Deposit of
		Fee	quoted items
1	Drugs/Medicines	Rs.2000/-	3%
2	Auto destructible syringe	Rs.2000/-	3%
3	Machinery/Equipments	Rs.2000/-	3%
4	kits (PCR. Elisa, ICT & chemistry kits) /	Rs.2000/-	3%
	laboratory consumable /protective kits		
5	Furniture/Fixture	Rs.2000/-	3%
6	Awareness material about prevention and treatment of Hepatitis through panaflax, poster, Banners, Boards, Hoardings/ electronic media, vinyl publicity poster on public Transport (Bus)/Floats on Mazda Truck large size	Rs.2000/-	3%

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 18 -04-2016 by 11.00 A.M

Only Technical bids/ proposals will be opened on 18-04-2016 at 12.00 Noon 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.

The bidding documents can be download from the authority's website as well as from the website of this office (www.hpcp.com.pk).

PROGRAM MANAGER
PREVENTION & CONTROL OF HEPATITIS IN SINDH
(CHIEF MINISTER'S INITIATIVE)

# **D:** Special Conditions of Contract (SCC)

# I. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Purchaser is the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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% on the quoted items In the shape of Bank Draft / Pay Order / Call Deposit in the name of the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative). 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

# 3. PERFORMANCE GUARANTEE/SECL, LRITY (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 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 the Bid Security would be returned to the Bidder.

# 4. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2

The goods received in the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at 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.

# 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 / Warehouse of the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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).

# 6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on Delivered Duty Paid (DDP) basis at Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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.

# 7. WARRANTY (GCC CLAUSE 12)

GCC 12.1 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.

# 8. 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.

# 9. 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.

# 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 21.1 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 shall have exclusive jurisdiction.
- 13. NOTICES

Purchaser's address for notice purposes:

Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh, Hyderabad.

Supplier's address for notice purposes:						
				<del></del>	<del></del>	

# **E:** Schedule of Requirements

# 1. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered supplies shall be delivered within 30 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 SPPRA Rules.

# F: Technical Specifications

# 1. Tab Sofosbuvir 400mg with Cap: Ribavirin 400mg (3 cap: each Tab)

- FDA/EMA/WHO/DRAP Certificate
- The raw material source must be licensed by the originator.
- Manufactures GMP certificate from the country of origin.
- Documentary Evidence of being freely available and is being used in the Country of origin.

# 2. <u>Inj: Pegelated Interferon Alfa2a(40 KDa with Cap: Ribavirin 400 mg</u> (21 Cap with each Inj)

- Documentary Evidence of being freely available and is being used in the Country of origin.
- Manufactures GMP certificate from the country of origin.
- Bio Similar / Bio Equivalence certificate.
- FDA/EMA/WHO/DRAP certificate.
- Pegalated Interferon Alpha 2a (40KDa)
- SVR data of your brand published indexed journal as full article. (Abstracts and presentations will not be accepted)

# **G**: Sample Forms

# 1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Purchaser]

Whereas [Name of Supplier] (hereinafter called "the 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 Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as Security for compliance with the Supplier's performance obligations 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 a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your 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 by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the 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	ί
Address	

Date

2. MANUFACTURER'S AUTHORIZATION FORM [SEE CLAUSE 14.3 (A) OF THE INSTRUCTION TO BIDDERS] To: [name of Purchaser] WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and /or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier / Agent] to submit a bid, and subsequently follow-up / negotiate and sign the Contract with you against Tender Notice for the goods manufactured, by us, under the patent name of for performance of the contract. We hereby commit and assure our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids. [Signature for and on behalf of Manufacturer] Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer.

It should be included by the Bidder in its bid.

# 3. CONTRACT FORM

THIS CONTRACT is made at \_\_\_\_\_\_ on \_\_\_\_ day of \_\_\_\_\_\_ 20 6, between the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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:

- 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 form 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 time 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 at (the place) and shall a year first above mentioned.	caused this Contract to be executed enter into force on the day, month and
Signed / Sealed by the Manufacturer / Authorized Supplier / Authorized Agent	Signed / Sealed by Purchaser
WITNESS  1	1
2	2

# H: Bid Form & Price Schedule

1.	BID FORM	
	Date:	
То:	[Name and address of Purchaser]	
Dear S	ir,	
acknow said Bi such of	g examined the Bidding Documents, the receipt of which is hereby divided when the undersigned, offer to supply and deliver the goods specified in tidding Documents for the sum of [Total Bid Amount], [Bid Amount in words] ther sums as may be ascertained in accordance with the Schedule of Prices attachth and made part of this bid.	the or
2. deliver	We undertake, if our bid is accepted, to deliver the goods in accordance with ty schedule specified in the Schedule of Requirements.	.he
sum of	If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the 3% of the Contract Price for the due performance of the Contract, in the forbed by the Purchaser.	
financia	We agree to the validity of this bid till 30 <sup>th</sup> June 2016 from the date fixed to all bid opening and it shall remain binding upon us and may be accepted at a fore the expiration of that period.	
written	Until a formal Contract is prepared and executed, this bid, together with acceptance thereof and notification of award, by the Purchaser, shall constitute Contract between us.	
6. receive	We understand that you are not bound to accept the lowest or any bid you man.	ay
Dated t	his day of 2016.	
	re capacity of) uthorized to sign hid for and on behalf of	

# 2. PRICE SCHEDULE IN PAK RUPEES

Name of Bidder

S#	Description of Store	Accounti ng Unit	Quantity Required	Unit Price (Pak Rs.)	Total Cost (Pak Rs.)
A	Tab. Sofosbuvir with cap: Ribavirin 400 mg (each tab: 3 Cap)	Each Tab:	300000		
В	Inj: Pegelated Interferon Alfa2a (40 KDa) with Cap: Ribavirin 400 mg (21 Cap with each Inj )	180 mcg	15000		
	TOTAL AMOU	NT IN PAK F	RS.		

Sign and Stamp of Bidder

Note:

- 1. In case of discrepancy between the unit price and total, the unit price shall prevail.
- 2. All the Bid documents should be submitted page wise, any missing of papers will not be responsible of procurement authority.

PROGRAM MANAGER
HEPATITIS PREVENTION &
CONTROL PROGRAM IN SINDH
(CHIEF MINISTER'S INITIATIVE)





Tender No.2

# OFFICE OF THE PROGRAM MANAGER

PREVENTION & CONTROL OF HEPATITIS SINDH

(CHIEF MINISTER'S INITIATIVE)

@ DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD

BIDDING DOCUMENTS FOR PROCUREMENT OF AUTO DISTRUCTABLE SYRINGES FOR THE FINANCIAL YEAR 2015-2016.

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# A: Instructions to Bidders. (ITB)

#### INTRODUCTION

#### 1. SOURCE OF FUND

1.1 The Government of Sindh has allocated funds under Program Manager Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) Hyderabad during the financial year ADP 2015-2016.

## 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. ISO Certified manufacturer with the following standard:
  - (i) ISO:

13485

(ii) ISO:

9001,7886-3,7886-4

- (iii) CE Mark
- (iv) GMP or FDA approved
- (v) WHO pre-qualified
- 2.2 The Agents/Suppliers/Importers must possess valid authorization from the Manufacturer. In case of Manufacturers, they should have documentary proof to the effect that they are the original Manufacturers of the required specifications of Syringes.
- 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 Svringes.

## 3. ELIGIBLE GOODS

- 3.1 Syringes as per technical specifications / design approved by WHO shall be considered as eligible goods.
- 3.2 In case of WHO approved specifications / WHO pre-qualified /design goods:
  - (a) Should be registered with the Ministry of Health, Government of Pakistan.;
  - (b) Be packed and transported in a material that meets international standards; and
  - (c) Be transported from the Manufacturer to the consignee's end strictly in compliance with the standard rules and regulations relating to the transportation and maintenance.

- (d) The Product (Both local and Imported) must be registered with Ministry of Health, government of Pakistan (The local manufacturer have to provide copy of manufacturing license while importer have to submit agency agreement with foreign manufacturer duly attested by Embassy).
- (e) Imported product must be available in the country of origin and at least two countries amongst the USA, Japan, European Union, Australia and Canada.
- (f) Last GMP Inspection report of manufacturer conducted by experts of concerned regulatory authority must be submitted (not older than a year's time)
- (g) The manufacturer must have at least 2-3 international certificate ie. ISO 13485, ISO 9001, 7886-4 & CE Mark.
- (h) The manufacturer must possess well equipped QC Lab having physical ,chemical and microbiological testing facility and animal house for testing of syringes especially toxicity, endotoxin, pyrogen, absorbance etc.
- (i) Syringes must be packet only in blister packing with medical grade blister breathable portion to permit EO gas sterilization.
- (j) Raw material used in the manufacturing of the syringes must be of medical grade and quality acceptable by regulatory authority of Canada, or Australia. USA, UK and Japan.
- (k) For reuse prevention, the syringes must possess auto destruct mechanism with intergrated (fixed) needle or non-integrated (fixed/luer lock) needle. No metal component in auto destruct mechanism for easy incineration.
- (l) Needle tip must be sharp enough to prevent issue damage and to ensure smooth penetration. ISO 9626 certified needle will be preferred.
- (m) Preference to local manufacturers as per PPRA Rules.
- (n) The product must be tested by any concerned Government Testing Laboratory (declared standard). The procuring will send the samples to Government Testing Laboratory for quality verification & fee will be paid by the contractor.
- (o) The Product must be comply specifications and labeling / packing requirements as per Drugs Act 1976.
- 3.3 The Syringes should be in a special green color (Flag Color) packing meant for Govt. as per presidential directives and should be marked "PROPERTY OF PREVENTION & CONTROL OF HEPATITIS SINDH (CHIEF MINISTER'S INITIATIVE), GOVT. OF SINDH, SALE PROHIBITED" outside and inside of packing in English / Urdu.

#### 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 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 Conditions of Contract (GCC);
- iii. Special Conditions of Contract (SCC);
- iv. Schedule of Requirements;
- v. Technical Specifications;
- 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 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) 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 goods as defined in clause-3 and conform to the bidding documents; and
  - (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 goods 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) 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

- 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) the Supplier/Agent/Importer shall have to produce letter of authorization from the Manufacturer.
  - 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 goods for which it has quoted rates in the financial proposal;
  - (iv) the Bidder must indicate the registration number, country of origin, name of the Manufacturer, production capacity of the Manufacturer, its financial status, batch capacity, necessary assurance of quality production and the cadre-wise number of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plant.
  - (v) Original Price list must be enclosed.

#### 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 goods, which it proposes to supply under the Contract.
- 12.2 Submission of samples:
  - (a) The Bidder must submit 200 samples for each category, along with technical proposals, sample(s) of quoted items for verification by the procurement committee. No technical proposal / bid will be considered in the absence of sample(s).
  - (b) The representative sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.

# 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 2016. 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 Project name and address i.e. Program Manager Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh, Hyderabad with the serial number indicated in the Tender Notice, and a statement: "DO NOTOPEN- 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

- 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

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 expert report to be conducted as per prescribed procedure / rule, previous supply experience, financial soundness and such other details as the Purchaser may consider appropriate for making a sound judgment. 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 ----
- 23.2 The following merit point system for weighing evaluation factors/criteria will be applied for technical and financial proposals.
  - (a) Technical Proposals / bids:

S.#	Evaluation Criteria	Yes	Nø
1	Conforming technical specifications of the product		
2	Fulfillment of the tender conditions of ITB clause 8 & 11		
3	- Manufacturer Authorization		
4	The manufacturer must have at least 2-3 international certificate I e. ISO 13485, ISO 9001, 7886-4 & CE Mark.		
5	- Provision of sample(s)		
6	- Proof of financial soundness 30(M) each year (last 3 years		
7	Bank statement last 3 years		
8	Audit Reports of three years (2012-2013, 2013-2014 and 2014-2015)		
9	Proof of General Sales Tax paid during the last three years		
10	Proof of Income Tax paid during the last three years)		
11	Proven Track Record		
12	Appropriateness of supply schedule offered by the bidder		
13	Registration with Ministry of Health GoP		
14	The Product (Both local and Imported) must be registered with DRAP (The local manufacturer have to provide copy of manufacturing license while importer have to submit agency agreement with foreign manufacturer duly attested by Embassy).		
15	Copy of Last GMP Inspection report of manufacturer conducted by experts of concerned regulatory authority must be submitted (not older than a year's time)		
16	Copy of Professional Certificate		
17	Copy of Chamber and Commerce Industry		
18	FDA/ WHO pre-qualified		

## (b) Financial proposals 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 process. The Purchaser shall simultaneously inform in writing the qualified bidders 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 qualified bidder 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.
- 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, 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, 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

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

- 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 agreement between the Parties.
- 32.2 Ten days after the official announcement of the award as stipulated in the SPPRA 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 Syringes and transport including all kinds of vehicles 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 goods, such as printing of special instructions on the label and packing, design and logo of the Programme, transportation of goods 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), Directorate 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 goods 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 AND TESTS

- 7.1 The Purchaser or its representative shall have the right 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 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 goods shall be supplied on "Delivered Duty-Paid (DDP)" basis at the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at 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 arranged and paid for by the 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 goods shall be accompanied by a warranty and must have the shelf life of not less than 70% from the date of delivery by the Supplier to the Purchaser.
- 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

- 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
  - 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 directly or indirectly purporting to mal-planning. negligence 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.

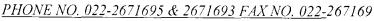
# 22. APPLICABLE LAW

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

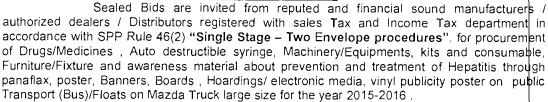


OFFICE OF THE PROGRAMME MANAGER
HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH
(CHIEF MINISTER'S INITIATIVE) @
DIRECTORATE GENERAL HEALTH SERVICES SINDH,
HYDERABAD



Email hpcp,sindh @ vahoo .com

# INVITATION OF BIDS.



Bidding Document containing specification, terms and conditions including other details can be obtained from office of the Additional Secretary (PM&I) Government of Sindh Health Department, Karachi, Director General Health Services Sindh Hyderabad and office of the undersigned from 31-03-2016 to 15-04-2016.

S.#	Description	Tender	Call Deposit of
		Fee	quoted items
1	Drugs/Medicines	Rs.2000/-	3%
2	Auto destructible syringe	Rs.2000/-	3%
3	Machinery/Equipments	Rs.2000/-	3%
4	kits (PCR. Elisa, ICT & chemistry kits) / laboratory consumable /protective kits	Rs.2000/-	3%
5	Furniture/Fixture	Rs.2000/-	3%
6	Awareness material about prevention and treatment of Hepatitis through panaflax, poster, Banners, Boards, Hoardings/ electronic media, vinyl publicity poster on public Transport (Bus)/Floats on Mazda Truck large size	Rs.2000/-	3%

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 18 -04-2016 by 11.00 A.M

Only Technical bids/ proposals will be opened on 18-04-2016 at 12.00 Nobn 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.

The bidding documents can be download from the authority's website as well as from the website of this office (www.hpcp.com.pk).

PROGRAM MANAGER
PREVENTION & CONTROL OF HEPATITIS IN SINDH
(CHIEF MINISTER'S INITIATIVE)



# **D:** Special Conditions of Contract (SCC)

# 1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Purchaser is the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh, Hyderabad.

GCC 1.1 (h)	The Supplier is:	
		(name and address of the successful hidder)

#### 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% fixed In the shape of Bank Draft / Pay Order / Call Deposit / Bank Guarantee in the name of the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative). 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

# 3. PERFORMANCE GUARANTEE/SECL, LRITY (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 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 the Bid Security would be returned to the Bidder.

# 4. INSPECTIONS AND TESTS (GCC CLAUSE 7)

GCC 7.1 & 7.2

The goods received in the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at 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.

# 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 including vaccines to the Store / Warehouse of the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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).

#### 6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on Delivered Duty Paid (DDP) basis at Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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.

#### 7. WARRANTY (GCC CLAUSE 12)

GCC 12.1 The Syringes should have a shelf life of at least 70% from the date these are delivered by the Supplier to the Purchaser at the given destination.

# 8. 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 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.

## 9. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

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.

# 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.

# H. GOVERNING LANGUAGE (GCC CLAUSE 21)

GCC 21.1 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 shall have exclusive jurisdiction.

# 13. NOTICES

Purchaser's address for notice purposes:	1
Program Manager, Prevention & Control of Hepatitis Sindh Minister's Initiative), at Directorate General Health Services Hyderabad.	
Supplier's address for notice purposes:	

# **E:** Schedule of Requirements

# 1. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered supplies shall be delivered within 30 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

# 1 INSULIN SYRINGES

Disposable, Insulin Syringes
29 to 30 Gauge
½ to ¾ inch Needle
Blister pack /Individually Packed
WHO pre-qualified

# 2 ML AUTODESTRUCT SYRINGE

Disposable, Autodestruct Syringes 23 to 24 Gauge ½ inch to 1 inch Needle Blister pack /Individually Packed FDA/WHO pre-qualified

# **G**: Sample Forms

# 1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Purchaser]

Whereas [Name of Supplier] (hereinafter called "the 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 Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

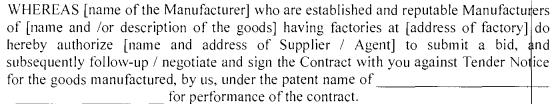
Therefore, we hereby unconditionally and irrevocably guarantee, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without requiring the Purchaser 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 by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the 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

2.	MANUFACTURER'S AUTHORIZATION FORM [SEE CLAUSE 14.3 (A) THE INSTRUCTION TO BIDDERS]	OF
To:	[name of Purchaser]	



We hereby commit and assure our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

#### Note:

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

#### 3. CONTRACT FORM

THIS CONTRACT is made at	on	day of	2016,
between the Program Manager,	Prevention & Contro	l of Hepatitis	Sindh (Chief
Minister's Initiative), at Director	ate General Health	Services Sindh	, Hyderabad
(hereinafter referred to as the "Purch	naser") of the First Pari	; and M/s (firm	name) a firm
registered under the laws of Pakista	n and having its regist	ered office at (a	iddress of the
firm) (hereinafter called the "Suppli	er") of the Second Par	t (hereinafter al	so referred to
individually as "Party" and collective	ly 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 form 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 time 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 at (the place) and shall a year first above mentioned.	caused this Contract to be executed enter into force on the day, month and
Signed / Sealed by the Manufacturer / Authorized Supplier / Authorized Agent	Signed / Sealed by Purchaser
WITNESS	
1	1.
2	2

# H: Bid Form & Price Schedule

1.	BID FORM				:
	Date:				
То:	[Name and add	dress of Purchase	er]		
Dear S	Sir,				
acknow said B such of	vledged, we, the idding Docume	e undersigned, on the sum by be ascertained	ffer to supply and of [Total Bid Amo	eipt of which is herebeliver the goods specified bunt], [Bid Amount in which the Schedule of Prices and the Schedule of Prices an	ed in the ords] or
2. deliver			cepted, to deliver the	he goods in accordance onts.	with the
		ntract Price for		tional guarantee of a ban ace of the Contract, in the	
fixed fe	or financial bid		shall remain bindin	2016 (whole year) from t ng upon us and may be a	
written		reof and notification		ted, this bid, together v the Purchaser, shall con-	
6. receive		that you are no	ot bound to accept	the lowest or any bid y	ou may
Dated t	his	day of	2016.		
	capacity of)	n bid for and on	bchalf of		

# 2. PRICE SCHEDULE IN PAK RUPEES

Name of Bidder			
Nome of Diddor			
name of bluder			

S#	Name of Item	Accounting Unit	Quantity Required	Unit Price (Pak Rs.)	Total Cost (Pak Rs.)	
1.	INSULIN SYRINGES Disposable, Insulin Syringes 29 to 30 Gauge ½ to ¾ inch Needle ,Blister pack /Individually Packed WHO pre-qualified	Each	2000000			
2.	2 ML AUTODESTRUCT SYRINGE Disposable, Autodestruct Syringes,23 to 24 Gauge ½ inch to 1Needle Blister pack /Individually Packed WHO pre-qualified /FDA	Each	3000000			
	TOTAL AMOUNT IN PAK RS.					

# Sign and Stamp of Bidder

Note:

- I. In case of discrepancy between the unit price and total, the unit price shall prevail.
- 2. All the Bid documents should be submitted page wise, any missing of papers will not be responsible of procurement authority.

PROGRAM MANAGER
PREVENTION & CONTROL OF
HEPATITIS IN SINDH
(CHIEF MINISTER'S INITIATIVE)





# OFFICE OF THE PROGRAM MANAGER

PREVENTION & CONTROL OF HEPATITIS SINDH

(CHIEF MINISTER'S INITIATIVE)

@ DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD

BIDDING DOCUMENTS FOR PROCUREMENT OF MACHINERY EQUIPMENT FOR THE FINANCIAL YEAR 2015-2016.

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# A: Instructions to Bidders. (ITB)

#### INTRODUCTION

#### 1. SOURCE OF FUND

1.1 The Government of Sindh has allocated funds under Program Manager Hepatitis Prevention & Control Program Sindh (Chief Minister's Initiative) Hyderabad during the financial year 2015-2016.

#### 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.
  - a) in the case of foreign Manufacturers, they shall offer the product (As per technical specification)
- 2.2 The Agents/Suppliers/Importers must possess valid authorization from the Manufacturer. In case of Manufacturers, they should have documentary proof to the effect that they are the original Manufacturers of the required specifications.
- 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 Machinery/Equipment.
- 2.5 Registration with SBR without which offer will be ignore / reject.

#### 3. ELIGIBLE GOODS

- in the case of Goods offered from importer by the purchasers' (As per technical specification) shall be considered as eligible good;
- 3.2 Goods should be packed and transported in a material that meets international standards;

#### 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 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 (1TB);
- ii. General Conditions of Contract (GCC);
- iii. Special Conditions of Contract (SCC);
- iv. Schedule of Requirements;
- v. Technical Specifications;
- 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 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) 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 goods as defined in clause-3 and conform to the bidding documents; and
  - (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 goods 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) 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) The Supplier/Agent/Importer shall have to produce letter of authorization & copy FDA-CE-ISO Certified Manufacturer.
  - (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:
  - (iv) The Bidder is required to provide with its technical proposal the names of the goods for which it has quoted rates in the financial proposal;
  - (v) The Bidder / Representative must submit the authority letter during opening of Technical and financial proposals.

#### 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 goods which it proposes to supply under the Contract.

#### 12.2 Submission of Brocher:

(a) The Bidder must submit, along with technical proposals, Broachers of quoted items for verification by the procurement committee. No technical proposal / bid will be considered in the absence of Broacher.

#### 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 fisk 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 2016. 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 Project name and address i.e. Program Manager Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh, Hyderabad with the serial number indicated in the Tender Notice, and a statement: "DO NOTOPEN- 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
- 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 annunced 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

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 Technical Specification / rule, previous supply experience, financial soundness working period / backup service with part-without part and such other details as the Purchaser may consider appropriate for making a sound judgment. 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 -----

- 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.#	Evaluation Criteria	Yes	No.
1	Conforming technical specifications of the product		
2	Fulfillment of the tender conditions of 1TB clause 8 & 11		
3	- Manufacturer Authorization		
4	- Certification FDA/ IVD/ CE Mark		
5	- Original Technical Broacher		
6	- Proof of financial soundness Bank Certificate(s) from schedule		
	Bank about 50 (M) each (last 3 years)	****	
7	Proven Track Record last 03 years of quoted items		
8	Registration with SBR	•	
9	Bank Statement last 3 years		
10	Audit Reports of three years ( 2012-2013, 2013-2014and		
	2014-2015) (Mandatory)		
11	Proof of General Sales Tax paid during the last three years		
12	Proof of Income Tax paid during the last three years	·	
13	Appropriateness of supply schedule offered by the bidder		
14	Copy of Professional Tax Certificate current year		
15	Copy of Chamber & commerce Industries certificate current year		
16	Copy of Income Tax Certificate		
17	Copy of Sales Tax Certificate	<u></u>	
18	Original tender purchase receipt		

#### (b) Financial proposals 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 process. The Purchaser shall simultaneously inform in writing the qualified bidders 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 qualified bidder 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.
- 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 23.5, 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 VERY 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

- 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 agreement between the Parties.
- 32.2 Ten days after the official announcement of the award as stipulated in the SPPRA 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
- 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 Vaccines and transport including all kinds of vehicles 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 goods, such as printing of special instructions on the label and packing, design and logo of the Programme, transportation of goods 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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 goods 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 AND TESTS

- 7.1 The Purchaser or its representative shall have the right 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 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.

#### 09. 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. 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.

#### H. WARRANTY

- 12.1 The goods shall be accompanied by a warranty and must have the shelf life of not less than 100% from the date of delivery by the Supplier to the Purchaser.
- The Purchaser shall promptly notify the Supplier in writing of any claims arising out of this warranty.

#### 12. 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.

#### 13. 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.

#### 14. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 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.

#### 15. 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.

#### 16. 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.

#### 17. 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 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.

#### 18. 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.

#### 19. 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

# 20. 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.

# 21. 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

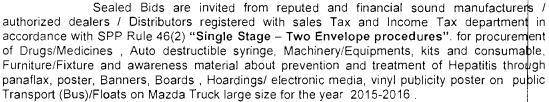


# OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) @ DIRECTORATE GENERAL HEALTH SERVICES SINDH,

HYDERABAD <u>PHONE NO. 022-2671695 & 2671693 FAX NO. 022-</u>267169

Email hpcp.sindh @ yahoo .com

#### INVITATION OF BIDS.



Bidding Document containing specification, terms and conditions including other details can be obtained from office of the Additional Secretary (PM&I) Government of Sindh Health Department, Karachi, Director General Health Services Sindh Hyderabad and office of the undersigned from 31-03-2016 to 15-04-2016.

S.#	Description	Tender	Call Deposit of
		Fee	quoted items
1	Drugs/Medicines	Rs.2000/-	3%
2	Auto destructible syringe	Rs.2000/-	3%
3	Machinery/Equipments	Rs.2000/-	3%
4	kits (PCR, Elisa, ICT & chemistry kits) / laboratory consumable /protective kits	Rs.2000/-	3%
5	Furniture/Fixture	Rs.2000/-	3%
6	Awareness material about prevention and treatment of Hepatitis through panaflax, poster, Banners, Boards, Hoardings/ electronic media, vinyl publicity poster on public Transport (Bus)/Floats on Mazda Truck large size	Rs.2000/-	3%

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 18 -04-2016 by 11.00 A.M

Only Technical bids/ proposals will be opened on 18-04-2016 at 12.00 Noon 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.

The bidding documents can be download from the authority's website as well as from the website of this office (www.hpcp.com.pk).

PROGRAM MANAGER | PREVENTION & CONTROL OF HEPATITIS IN SINDH (CHIEF MINISTER'S INITIATIVE)

# **D:** Special Conditions of Contract (SCC)

# 1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Purchaser is the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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% on the quoted items. In the shape of Bank Draft / Pay Order / Call Deposit in the name of the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative). 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

#### 3. PERFORMANCE GUARANTEE/SECL, LRITY (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 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 the Bid Security would be returned to the Bidder.

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

GCC 7.1 & 7.2

The goods received in the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at 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.

## 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 including vaccines to the Store / Warehouse of the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services \$indh, 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).

## 6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on Delivered Duty Paid (DDP) basis at Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh, Hyderabad under which risk will be transferred to the Purchaser only after it has 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 Machinery/Equipments should have a shelf life of at least 100% 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 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 after release of funds by the Government 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.

## 9. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

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.

#### 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 21.1 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 shall have exclusive jurisdiction.

13.	NOTICES
	Purchaser's address for notice purposes:
	Program Manager, Hepatitis Prevention & Control Program Sindh (Chie Minister's Initiative), at Directorate General Health Services Sindh Hyderabad.
	Supplier's address for notice purposes:

# E: Schedule of Requirements

# 1. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered supplies shall be delivered within 30 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 SPPRA Rules.

F: Technical Specifications

Item #	Description of Stores
1.	Complete System for ELISA Tests : FDA Approved/CE-IVD Marked
	Microplate Absorbance Reader, Microplate Washer, Microplate Incubator
	, , , , , , , , , , , , , , , , , , , ,
	Automated Programmable open system8 Channel for 96 well Elisa Microplate
	Absorbance Reader, with Latest LED Technology, Windows 7-based software, Power
	Data Analysis with full qualitative and quantitative EIA analysis. It should provide
	accurate, reproducible, fast measurements, full traceability and connectivity to
	Laboratory Information System (LIS).
	The Microplate Washer should be Programmable 8-channel washer for 96-well
	Microplates, and should include bottles, tubing set, built-in vacuum, dispensing
	pumps, and maintenance kit
	Incubator for Microplates, should deliver a controlled temperature environment for
	optimal results.
	Optimal results.
2.	Semi Automated Chemistry Analyzer: FDA Approved/CE IVD Marked.  Easy Touch Screen Operation with LCD Display, Wavelength range is 340 - 630 nm,
	6 filter nt open system with option of Flow Celland Cuvette.
3.	Centrifuge Machines: 8 x15 ml rotor, with speed of 6000rpm.
4.	Vertical Auto Clave 20 Ltr Gas / Electric
	UK, USA, Japan, Europe
5.	Stabilizers 10000 Watts
-	Technical Specifications:
	4 Relays 10000 watts Automatic Voltage Stabilizer
	Input Range: 100-260 V (AC)
	Output Voltage: 220 V (AC) +3.5%
	Phase: Single
	Frequency: 50 + 3 Hz
	Winding: 100% Copper winding
	Warranty: 1 year full warranty
6.	Stabilizers 1000C Watts
Ο.	Technical Specifications:
	recinical specifications.
	• Input Voltage: 145V-250V
	Output Voltage: 110V-220V
	Response time: 0.5 sec. against 10% input voltage deviation
	Output Voltage stability: ± 0 to 1 %
	Frequency: 50 Hz/60Hz
	Wave form: Pure sine wave
	Servo motor control
	Surge protection.
	• Surge protection:  Warranty: I year full warranty
	Protections: Overload, Surge over & under voltage
	In Imported Pure Sine Wave
7.	Country Of Origin Taiwan/ U.K/Japan  Desktop Computer with following accessories.
Ι.	Desktop Computer with following accessories.

Technical Specifications Motherboard: ASUS H110M-K D3 DDR3 Intel LGA1151 Platform - Intel H110 Express Chipset Intel Core i7 3820 2011 Socket 3.6 GHz (10MB CACHE). Processor: Hard Disk (HDD) 500GB 3.5" SATA HARD DRIVE 64MB CACHE Memory (RAM) 4GB 1600 BUS DDR 3 Optical Drive ASUS DVD RW SATA 24X LEGEND THERMAL HT SUPPORT (WITH NORMAL PSU) PC Casing LCD Monitor LED S19A100N 19" Resolution: 13,66 x 768, Panel type: TN Color Support: 16.7M, HIGH GLOSSY BLACK Standard Keyboard with USB port Kevboard: Optical Scroll Mouse Mouse: 8. Laser Printers \*CAPT & SCOA Technology for faster printing \*150 sheets paper cassette \*1 sheet legal size manual feed \*First print out in less than 9.3 secs \*USB 2.0 Hi-Speed \*12ppm (A4) printing speed \*True 600 x 600dpi resolution \*2400 x 600dpi equivalent with Automatic Image Refinement Technology Uninterruptible Power Supply Technical Specifications: Imported Pure Sine Wave 650VA Input Range: 145-275 V (AC) Output Voltage: 220 V (AC) +10% Phase: Single Frequency: 50 or 60 Hz Battery Type: Dry Battery New Warning System: Audio (Buzzer), Various Warning Alarm Protections: Overload, Surge over & under voltage In Imported Pure Sine Wave Country Of Origin Taiwan/ U.K/Japan 10. Photocopier Machine MP-2051, 25 copies /min A4 size Zoom. 50% to 200% Copy paper MaxA3 Min A6 Printer networking/scanner building 11. Plain Paper Fax Machine Technical Specifications: Distinctive /ring detection 2-Line LCD readout 64-level halftone resolution Polling function

28

Friendly fax reception Extension line transfer

50-sheet paper tray

10-page automatic document feeder

	1-6 one-touch dialer
	Phone book 100-station
	Electronic volume control
	Handset mute
	External telephone jack.
	Document Memory Max. 28 Page Memory
	Ink Film 70m (10m Included Film)
	mk riiii 70m ( 10m metaded riiii)
12.	Laptop Computer with following accessories
	O ding Sunta na Windows 8 I (Alait
	Operating System: Windows 8.1 64 bit
	Processor: Intel Core i7-5500U with Intel HD Graphics 5500 (2.4 GHz, 4 MB cache, 2
	cores) Processor family: Intel Core i7 processor
	Memory: 4 GB DDR3L-1600 SDRAM (1 x 4 GB); Transfer rates up to 1600 MT/s
	Storage: 500 GB 5400 rpm SATA, Dropbox, SuperMulti DVD burner
	Webcam: HP TrueVision HD Webcam (front-facing) with integrated digital
	microphone
	Communication: Integrated 10/100 BASE-T Ethernet LAN; 802.11b/g/n (1x1) and
; I	Bluetooth 4.0 combo (Miracast compatible)
1	Display: 39.6 cm (15.6inch) diagonal HD BrightView WLED-backlit (1366 x 768)
	Video: AMD Radeon R5 M330 Graphics (2 GB DDR3 dedicated)
	Sound: DTS Studio Sound with 2 speakers
	Ports: 1 HDMI; 1 headphone/microphone combo; 2 USB 2.0; 1 USB 3.0; 1 RJ-45 1
	multi-format SD media card reader
	Battery Type: 4-cell, 41 Wh Li-ion polymer
	Weight: 2.19 kg; Packed: 3.05 kg; Weight varies by configuration  Branded
13	Generator 15 KVA with canopy petrol and Gas
	3 K.V Generator with gas kit & petrol and Gas
15.	Real Time PCR System / Machine: FDA Approved/CE IVD Marked
	Automated sample (RNA and DNA) Extraction and Amplification/ Detection
	System
	•
	<ul> <li>Automated Extraction Open System for viral nucleic acids ( RNA , DNA)  </li> </ul>
	extraction, based on latest technology with precision pipetting, flexible
	RNA,DNA protocols efficient work flow and a capacity of up to 96 samples per
	run,
i I	Automatic Real Time PCR Amplification Open System provide measurement of
	the stages of polymerase chain reaction (PCR) for IVD, with five channels or
	more than five channels for both qualitative and quantitative RNA, DNA assay
	including Genotype and capacity of up to 96 samples per run.
	PCR Accessories
16.	Micro Centrifuge Machines with refrigeration: Temperature -10 to +40°C 30x2 ml
	rotor, with speed of 15,000 rpm.
47	M: -0 -1 1/2 - M - 1 1/2 - 20 0 (4.5 - 1 -1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
17.	, , ,
10	refrigerated
j 18. j	Micro Centrifuge Machine: 6 to 8x2 ml rotor, along with adopters for 0.5 and 0.2 ml
10	tubes with speed of 7000 rpm
19.	Safety Cabinet class A2 size 4 feet, with HEPA filter.
	Heat Block, temperature range Ambient to 200°C
21.	Vortx Mixer, speed flexible rpm
22.	Ultra Low Freezer, temperature -40 to -80 degree C, Upright, 600 or more than 600
23.	liters, with temperature control Display, and temperature sensitive alarm system.
	Pharmaceutical Refrigerator,

	temperature 2 to 8 degree C, Upright, 300 or more than 300 liters, with large LED temperature control Display, and temperature sensitive alarm system.	
24.	UPS 3 KW Imported	
25.	Stabilizer 10 KV Imported	
26.	<ul> <li>PCR Lab Partitioning of Laboratory</li> <li>Glass Aluminum Partitioning for two Rooms with Fan</li> <li>Exhaust / duct for the safety cabinet.</li> <li>Any other civil work.</li> </ul>	
	The instrument FDA approved or CE marked will be supplied by the supplier are supplier will be responsible for providing all maintenance, interfacing, UPS are diagnostics services round the clock (24 hours) for the instruments, with five year warranty including free parts replacement for one year after installation.	nd

# **G:** Sample Forms

# 1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Purchaser]

Whereas [Name of Supplier] (hereinafter called "the 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 Guarantee by a scheduled bank for the sum of 5% of the total

Contract amount as Security for compliance with the Supplier's performance obligations 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 a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your 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 by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the 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

2.	MANUFACTURER'S	AUTHORIZATION	FORM [S	SEE CLAUS	E 14.3 (Å) OF
	THE INSTRUCTION T				

To: [name of Purchaser]

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers
of [name and /or description of the goods] having factories at [address of factory] do
hereby authorize [name and address of Supplier / Agent] to submit a bid, and
subsequently follow-up / negotiate and sign the Contract with you against Tender Notice
for the goods manufactured, by us, under the patent name of
for performance of the contract.

We hereby commit and assure our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note:

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

#### 3. CONTRACT FORM

THIS CONTRACT is made at \_\_\_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_\_ 2016, between the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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 form 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 time 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 hav at (the place) and shall	ve caused this Contract to be executed II enter into force on the day, month and
year first above mentioned	·
Signed / Sealed by the Manufacturer / Authorized Supplier / Authorized Agent	Signed / Sealed by Purchaser
WITNESS	
1	1
2	2

# H: Bid Form & Price Schedule

1.	BID FORM					
	Date:	! !				
То:	[Name and address of Purchaser]					
Dear S	ir,					
acknov said B such of	g examined the Bidding Documents, the receipt of which is hereby vledged, we, the undersigned, offer to supply and deliver the goods specified idding Documents for the sum of [Total Bid Amount], [Bid Amount in worther sums as may be ascertained in accordance with the Schedule of Prices at the and made part of this bid.	in the				
	We undertake, if our bid is accepted, to deliver the goods in accordance way schedule specified in the Schedule of Requirements.	ith the				
sum of	If our bid is accepted, we shall obtain an unconditional guarantee of a bank 5% of the Contract Price for the due performance of the Contract, in the bed by the Purchaser.					
financi	We agree to the validity of this bid till 30 <sup>th</sup> June 2016 from the date fix al bid opening and it shall remain binding upon us and may be accepted efore the expiration of that period.					
written	Until a formal Contract is prepared and executed, this bid, together we acceptance thereof and notification of award, by the Purchaser, shall const a Contract between us.					
6. receive	We understand that you are not bound to accept the lowest or any bid yo	u may				
Dated 1	this day of 2016.					
	are capacity of) uthorized to sign bid for and on behalf of					

# 2. PRICE SCHEDULE IN PAK RUPEES

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

S. #	Description of Stores	Qty	Rupees in Figure	Rupees in words
1.	Complete System for ELISA Tests: FDA Approved/CE Marked Microplate Absorbance Reader, Microplate Washer, Microplate Incubator  • Automated Programmable open system8 Channel for 96 well Elisa Microplate Absobance Reader, with Latest LED Technology, Windows 7-based software, Power Data Analysis with full qualitative and quantitative EIA analysis. It should provide accurate, reproducible, fast measurements, full traceability and connectivity to Laboratory Information System (LIS).  • The Microplate Washer should be Programmable 8-channel washer for 96- well Microplates, and should include bottles, tubing set, built-in vacuum, dispensing pumps, and maintenance kit • Incubator for Microplates, should deliver	6 Nos.	gui-c	
2.	a controlled temperature environment for optimal results.  Semi Automated Chemistry Analyzer: FDA Approved/CE Marked. Easy Touch Screen Operation with LCD Display, Wavelength range is 340 - 630 nm, 6 filter nt open system with option of Flow Celland Cuvette.	6 Nos.		
3.	Centrifuge Machines: 8 x15 ml rotor, with speed of 6000rpm.	6 Nos.	<u></u>	
4.	Vertical Auto Clave 20 Ltr Gas / Electric UK, USA, Japan, Europe	6 Nos.		
5.	Stabilizers 10000 Watts Technical Specifications: 4 Relays 10000 watts Automatic Voltage Stabilizer Input Range: 100-260 V (AC) Output Voltage: 220 V (AC) +3.5% Phase: Single Frequency: 50 ± 3 Hz Winding: 100% Copper winding	12 Nos.		

[	Warranty: I year full warranty				-
6.	Stabilizers 1000C Watts	12			
•	Technical Specifications:	Nos.			
!	, and a post contained	, , , , ,			
	• Input Voltage: 145V-250V				
	Output Voltage: 110V-220V				
İ	Response time: 0.5 sec. against 10%				
	input voltage deviation				
	• Output Voltage stability: ± 0 to 1 %				
	, ,	!			
	<ul><li>Frequency: 50 Hz/60Hz</li><li>Wave form: Pure sine wave</li></ul>				
	Servo motor control				
	Surge protection.				
	Warranty: 1 year full warranty				
	Protections: Overload, Surge over & under	ĺ			
	voltage				
	In Imported Pure Sine Wave				
	Country Of Origin Taiwan/ U.K/Japan				
7.	Desktop Computer with following				
	accessories.	12			
į	Technical Specifications	Nos.			
	Motherboard: ASUS H110M-K D3				
	DDR3 Intel LGA1151 Platform				
	- Intel H110 Express Chipset				
	Processor: Intel Core i7 3820 2011 Socket			+	
	3.6 GHz (10MB CACHE).				
	Hard Disk (HDD) 500GB 3.5" SATA HARD				
	, , ,				
1	DRIVE 64MB CACHE				
	Memory (RAM) 4GB 1600 BUS DDR 3				
	Optical Drive ASUS DVD RW SATA 24X				
	PC Casing LEGEND THERMAL HT				
	SUPPORT (WITH NORMAL PSU)				
	LCD Monitor LED S19A100N 19"				
	Resolution: 13,66 x 768, Panel type: TN Color Support: 16.7M, HIGH GLOSSY	l			
İ	BLACK			-	
	<b>Keyboard:</b> Standard Keyboard with USB	1		!	
	port Standard Reysound with SSB				
]	Mouse: Optical Scroll Mouse				
: 	optical seron wouse				
8.	Laser Printers	12		+	· · · · · · · · · · · · · · · · · · ·
•.		Nos.			
	*CAPT & SCOA Technology for faster	, 100.			
	printing				
	*150 sheets paper cassette	Ì			
	*1 sheet legal size manual feed				
	*First print out in less than 9.3 secs			!	
	*USB 2.0 Hi-Speed				
	*12ppm (A4) printing speed				
	*True 600 x 600dpi resolution				
	*2400 x 600dpi equivalent with Automatic				
	Image Refinement Technology				
	image itermement recimology				
<u></u>			<u></u>	<u> </u>	

9.	Uninterruptible Power Supply	12	 	
	Technical Specifications:	Nos.		
!	Imported Pure Sine Wave 650VA			; 
	Input Range: 145-275 V (AC)			
	Output Voltage: 220 V (AC) +10%			
	Phase: Single			
	Frequency: 50 or 60 Hz		1	
	Battery Type: Dry Battery New			
	Warning System: Audio (Buzzer), Various			
	Warning Alarm			
	Protections: Overload, Surge over & under			
	voltage			į
!	In Imported Pure Sine Wave			
	Country Of Origin Taiwan/ U.K/Japan			
10	Photocopier Machine	1 No.	 	
	MP-2051, 25 copies /min A4 size	1110.		
	Zoom. 50% to 200%			
	Copy paper MaxA3 Min A6			
	Printer networking/scanner building		1	
11	Plain Paper Fax Machine	1 No.		
!	Technical Specifications:		1	
	Distinctive /ring detection			
	2-Line LCD readout			
	64-level halftone resolution			
	Polling function			
	Friendly fax reception			!
į.	Extension line transfer		÷	
	10-page automatic document feeder			ĺ
	50-sheet paper tray			
	I-6 one-touch dialer			
	Phone book 100-station Electronic volume control			
i	Handset mute			
	External telephone jack.			
	Document Memory Max. 28 Page Memory			
	Ink Film 70m (10m Included Film)			
	, ,			
12	Laptop Computer with following	1 No.		"
	accessories			
1	Operating System: Windows 8.1 64 bit			
!	<b>Processor:</b> Intel Core i7-5500U with Intel HD			
	Graphics 5500 (2.4 GHz, 4 MB cache, 2 cores)			
	Processor family: Intel Core i7 processor			
	Memory: 4 GB DDR3L-1600 SDRAM (1 x 4			
!	GB); Transfer rates up to 1600 MT/s			
	Storage: 500 GB 5400 rpm SATA, Dropbox,			
	SuperMulti DVD burner			
	Webcam: HP TrueVision HD Webcam (front-			
	facing) with integrated digital microphone			
 	Communication: Integrated 10/100 BASE-T Ethernet LAN; 802.11b/g/n (1x1) and			
i	Ethernet LAIN, 602.116/g/II (1X1) and		 	

	Bluetooth 4.0 combo (Miracast compatible)				
ĺ	<b>Display:</b> 39.6 cm (15.6inch) diagonal HD				
İ	BrightView WLED-backlit (1366 x 768)				
	Video: AMD Radeon R5 M330 Graphics (2				
ļ	GB DDR3 dedicated)				
İ	Sound: DTS Studio Sound with 2 speakers				
	•				-
ĺ	Ports: 1 HDMI; 1 headphone/microphone				
	combo; 2 USB 2.0; 1 USB 3.0; 1 RJ-45 1				
1	multi-format SD media card reader				:
1	<b>Battery Type:</b> 4-cell, 41 Wh Li-ion polymer				i
İ	Weight: 2.19 kg; Packed: 3.05 kg; Weight				
	varies by configuration, Branded				
13	Generator 15 KVA with canopy petrol and Gas	2 Nos.			
14	3 K.V Generator with gas kit & petrol and Gas	12 Nos.	<u></u>		
	Real Time PCR System / Machine: FDA				
!	Approved/CE Marked			:	İ
	Automated sample (RNA and DNA)				
	Extraction and Amplification/ Detection				
15	·				
	System				
	Automated Extraction Open System	1 No.			:
	for viral nucleic acids ( RNA , DNA)	, , , , ,			
	extraction, based on latest technology				
	with precision pipetting, flexible				
	RNA, DNA protocols efficient work flow				
İ	and a capacity of up to 96 samples per				
	run.				
	Automatic Real Time PCR				
	Amplification Open System provide				
!	measurement of the stages of				
	polymerase chain reaction (PCR) for				l
:	IVD , with five channels or more than				
	five channels for both qualitative and				
į	quantitative RNA , DNA assay				
	including Genotype and capacity of up				
	to 96 samples per run.				
	PCR Accessories				
	Micro Centrifuge Machines with				;
10	refrigeration: Temperature -10 to +40°C 30x2	1 No.		Ī	
16	ml rotor, with speed of 15,000 rpm.	. 140.			
		ĺ			
17	Micro Centrifuge Machine: 30x2 /1.5 ml				
••	rotor with speed of 15,000 rpm non	1 No.			
	refrigerated				
18	Micro Centrifuge Machine: 6 to 8x2 ml rotor,		<u> </u>		
	along with adopters for 0.5 and 0.2 ml tubes	1 No.			
	with speed of 7000 rpm	. ,			
19	Safety Cabinet class A2 size 4 feet, with				
.	HEPA filter.	1 No.			İ
20	Heat Block, temperature range Ambient to	1 No.			
0	200°C	. ,			
21	Vortx Mixer, speed flexible rpm	1 No.			
22	Ultra Low Freezer, temperature -40 to -80	, 110.			
22	degree C, Upright, 600 or more than 600	1 No.			
į ;	liters, with temperature control Display, and	I INU.			İ
1	mers, whill temperature control Display, and				

	temperature sensitive alarm system.			
23	Pharmaceutical Refrigerator, temperature 2 to 8 degree C, Upright, 300 or more than 300 liters, with large LED temperature control Display, and temperature sensitive alarm system.	1 No.		
24	UPS 3 KW Imported	1 No.		
25	Stabilizer 10 KV Imported	1 No.		
26	<ul> <li>PCR Lab Partitioning of Laboratory</li> <li>Glass Aluminum Partitioning for two Rooms with Fan</li> <li>Exhaust / duct for the safety cabinet. Any other civil work.</li> </ul>	1 No.		
	The instrument FDA approved or CE marked will be supplied by the supplier and supplier will be responsible for providing all maintenance, interfacing, UPS and diagnostics services round the clock (24 hours) for the instruments, with five years warranty including free parts replacement for one year after installation.			

#### Sign and Stamp of Bidder

Note:

- 1. In case of discrepancy between the unit price and total, the unit price shall prevail.
- 2. All the Bid documents should be submitted page wise, any missing of papers will not be responsible of procurement authority.

PROGRAM MANAGER
HEPATITIS PREVENTION &
CONTROL PROGRAM IN SINDH
(CHIEF MINISTER'S INITIATIVE)





## OFFICE OF THE PROGRAM MANAGER

#### PREVENTION & CONTROL OF HEPATITIS SINDH

(CHIEF MINISTER'S INITIATIVE)

@ DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD

BIDDING DOCUMENTS FOR PROCUREMENT OF KITS (PCR, ELISA, ICT & CHEMISTRY KITS)/ LABORATORY CONSUMABLE /PROTECTIVE KITS FOR THE FINANCIAL YEAR 2015-2016.

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## A: Instructions to Bidders. (ITB)

#### INTRODUCTION

#### SOURCE OF FUND

1.1 The Government of Sindh has allocated funds under Program Manager Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) Hyderabad during the financial year 2015-2016.

#### 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
- The Agents/Suppliers/Importers must possess valid authorization from the Manufacturer. In case of Manufacturers, they should have documentary proof to the effect 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.
- 2.5 Registration with SBR

#### 3. ELIGIBLE GOODS

- 3.1 Offered goods should
- 3.2 Goods should be packed and transported in a material that meets international standards;
- 3.5 Goods should be transported from the Manufacturer to the consignee's end strictly in compliance with the standard rules and regulations relating to the transportation and maintenance.
- Goods should be in a special green color (Flag Color) packing meant for Govt. as per presidential directives and should be marked "PROPERTY OF PREVENTION & CONTROL OF HEPATITIS SINDH (CHIEF MINISTER'S INITIATIVE), GOVT OF SINDH, SALE PROHIBITED" outside and inside of packing in English / Urdu.

#### 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 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 Conditions of Contract (GCC);
- iii. Special Conditions of Contract (SCC);
- iv. Schedule of Requirements;
- v. Technical Specifications;
- 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 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.

#### AMENDMENT OF BIDDING DOCUMENTS

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.
- 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

#### 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) 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 goods as defined in clause-3 and conform to the bidding documents; and
  - (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 goods 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

- 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 case of Supplier/Agent/Importer shall have to produce letter of authorization from the Manufacturer;

- 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 goods for which it has quoted rates in the financial proposal;
- iv. Original tender receipt

#### 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 goods which it proposes to supply under the Contract.

#### 12.2 <u>Submission of samples:</u>

- (a) The Bidder must submit, along with technical proposals, sample(s) of quoted items for verification by the technical /procurement committee. No technical proposal / bid will be considered in the absence of sample(s).
- (b) The representative sample(s) must be from the most recent stocks, supported by a valid warranty in the name of the purchaser.

#### 13. BID SECURITY

- 13.1 The Bidder shall furnish, as part of its financial proposal, a Bid Security (earnest morey) in the amount specified in SCC. Unsuccessful bidders' Bid Security will be returned spon 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 2016. 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 Project name and address i.e. Program Manager Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh, Hyderabad with the serial number indicated in the Tender Notice, and a statement: "DO NOTOPEN- BEFORE," to be completed within the time and date specified in the Tender Notice.
- 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

- 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.
- 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
- 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 preindicated 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 -----

- 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	Fulfillment of the tender conditions of ITB clause 8 & 11		
2	Technical Specification compliance.		
3	Manufacturer Authorization		
04	Provision of sample(s) along with Lab. Test Report except PCR Kits		
	(from National Control Laboratory, MoH, Govt. of Pakistan		
05	Proof of financial soundness certificate Rs.50(M) each year (last 3		
	years)		
06	Bank Statement last 3 years		
07	Proof of General Sales Tax paid during the last three years		
08	Proof of Income Tax paid during the last three years		
09	Audit Reports of three years (2012-2013, 2013-2014 and 2014-2015)		
10	Proven Track Record last 3 years of quoted items.		
11	Appropriateness of supply schedule offered by the bidder		
12	quality / performance report of Lab items		
13	Market availability of the quoted item with satisfactory performance		
!	certificate from health Organization .		
14	Proof of availability cold chain /Inspection of premises/cold chain		
	arrangements		
15	Bill of landing		
16	Copy of Professional Tax Certificate		
17	Copy of Chamber & commerce Industries certificate		
18	Original purchase tender receipt		
19	Copy of Income Tax Certificate		
20	Copy of Sales Tax Certificate		
21	Registration with SBR		
22	Original tender purchase receipt		

<sup>\*</sup> Information at column 04 above is a constant and will have to be provided by the contractor each time supply is made

(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 process. The Purchaser shall simultaneously inform in writing the qualified bidders 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.

The lowest price quoted by a qualified bidder 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.
- 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, 2010 (as amended up to date).

#### 27. ANNOUNCEMENT OF EVALUATION REPORT

27.1The 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, 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 VERY 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.
- 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

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

- 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 agreement between the Parties.
- Ten days after the official announcement of the award as stipulated in the SPPRA 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

- 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
- 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

- 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)

#### I. DEFINITIONS

- I.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 Medicines / Drugs and transport including all kinds of vehicles 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 goods, such as printing of special instructions on the label and packing, design and logo of the Program, transportation of goods 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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 goods 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 AND TESTS

- 7.1 The Purchaser or its representative shall have the right 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 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, Excise, 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 responsibility of the Supplier.

#### 10. TRANSPORTATION

- 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.
- The goods shall be supplied on "Delivered Duty-Paid (DDP)" basis at the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at 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

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

- 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.
- 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

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:
  - 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 of 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, remination 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 nomince 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



## OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) @

DIRECTORATE GENERAL HEALTH SERVICES SINDH, HYDERABAD <u>PHONE NO. 022-2671695 & 2671693 FAX NO. 022-</u>267169

Email hpcp.sindh @ yahoo .com



#### 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 Drugs/Medicines , Auto destructible syringe, Machinery/Equipments, kits and consumable, Furniture/Fixture and awareness material about prevention and treatment of Hepatitis through panaflax, poster, Banners, Boards , Hoardings/ electronic media, vinyl publicity poster on public Transport (Bus)/Floats on Mazda Truck large size for the year 2015-2016 .

Bidding Document containing specification, terms and conditions including other details can be obtained from office of the Additional Secretary (PM&I) Government of Sindh Health Department, Karachi, Director General Health Services Sindh Hyderabad and office of the

undersigned from 31-03-2016 to 15 -04-2016.

S.#	Description	Tender	Call Deposit of
L _		Fee	quoted items
1	Drugs/Medicines	Rs.2000/-	3%
2	Auto destructible syringe	Rs.2000/-	3%
3	Machinery/Equipments	Rs.2000/-	3%
4	kits (PCR, Elisa, ICT & chemistry kits) /	Rs.2000/-	3%
L	laboratory consumable /protective kits		
5	Furniture/Fixture	Rs.2000/-	3%
6	Awareness material about prevention and treatment of	Rs.2000/-	3%
!	Hepatitis through panaflax, poster, Banners, Boards ,		
	Hoardings/ electronic media, vinyl publicity poster on public		
	Transport (Bus)/Floats on Mazda Truck large size		

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 18 -04-2016 by 11.00 A.M

Only Technical bids/ proposals will be opened on 18-04-2016 at 12.00 Noon 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.

The bidding documents can be download from the authority's website as well as from the website of this office (www.hpcp.com.pk).

PROGRAM MANAGER
PREVENTION & CONTROL OF HEPATITIS IN SINDH
(CHIEF MINISTER'S INITIATIVE)

## **D: Special Conditions of Contract (SCC)**

#### 1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The Purchaser is the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh,

Hyderabad.

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

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#### 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% on the quoted items. In the shape of Bank Draft / Pay Order / Call Deposit in the name of the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative). 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

#### 3. PERFORMANCE GUARANTEE/SECL, LRITY (ITB CLAUSE 33)

1TB Clause 33.1

After signing of Contract, the successful Bidder shall furnish the Performance Guarantee/Security on legal stamp paper equivalent to 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 the Bid Security would be returned to the Bidder.

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

GCC 7.1 & 7.2

The goods received in the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at 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.

#### 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 / Warehouse of the Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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).

#### 6. INSURANCE (GCC CLAUSE 9)

GCC 9.1 The goods supplied under the Contract shall be on Delivered Duty Paid (DDP) basis at Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate 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.

#### 7. WARRANTY (GCC CLAUSE 12)

GCC 12.1 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.

#### 8. 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 specifications laid down in the bidding documents.

#### 9. PENALTIES/ LIQUIDATED DAMAGES (GCC CLAUSE 16)

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 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 imposed upon the Supplier. Details of penalties/liquidated damages are given in 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)

12.	APPLIC	ABLE 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.			
13.	NOTICI	ES			
		Purchaser's address for notice purposes:			
		Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative), at Directorate General Health Services Sindh, Hyderabad.			
		Supplier's address for notice purposes:			

The language of this Contract shall be English.

GCC 21.1

## E: Schedule of Requirements

#### 1. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered supplies shall be delivered within 30 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 SPPRA Rules.

F: Technical Specifications

	Promitted Specifications
	SECTION 1
	Real Time PCR Kits FDA approved / IVD CE Marked
S#	Name of Item
1	HBV DNA PCR Kit (Quantitative) HBV Real Time PCR kit for quantitative detection with extraction kits (complete kit with no additional
2	reagent/ consumable requirement)  HCV RNA PCR Kit (Qualitative)  HCV Real Time PCR kit for qualitative detection with extraction kits (complete kit with no additional reagent/ consumable requirement)
3	HCV RNA PCR Kit (Quantitative) HCV Real Time PCR kit for quantitative detection with extraction kits (complete kit with no additional reagent/ consumable requirement)
4	HDV RNA PCR Kit (Quantitative) HDV Real Time PCR kit for quantitative detection with extraction kits (complete kit with no additional reagent/ consumable requirement)
5	HCV GENOTYPE  Real Time PCR kit for HCV Genotyping detection with extraction kits (complete kit with no additional reagent/ consumable requirement)
	The kits should be FDA approved or IVD CE Marked and supplier will be responsible for providing all the consumables (Including controls, calibrators, molecular grade water, molecular grade Ethanol etc) will be the responsibility of the supplier. Please mentioned the kit size and on board stability.

	SECTION 2
	SEROLOGY
S#	Name of Item
_1	ANTI-HCV Rapid Device (ICT) FDA approved
2	HbsAg Rapid Device (ICT) FDA approved
3	ANTI-HCV Elisa Test kit (3rd Generation/WHO accepted)
4	HbsAg Elisa Test kit (3rd Generation/WHO accepted)
5	Hepatitis B core Antibody total Elisa kits (WHO accepted)
6	Hepatitis Be Antigen Elisa Kits (WHO accepted)
7	Anti-HDV Elisa Test Kit (WHO accepted)
	The kits should be FDA approved or IVD CE Marked and supplier will be responsible for providing all
	the consumables (Including controls, calibrators, substrate etc) will be the responsibility of the sup∳lier .
!	Please mentioned the kit size and on board stability .

	SECTION 3 CHEMISTRY KITS FDA APPROVED/CE MARKED
S#	Name of Item
1	Bilirubin total & direct
2	Alkaline Phosphate
3	SGPT /ALT
4	SGOT /AST
5	Total Protein
6	Albumin
	The kits should be FDA approved or IVD CE Marked with liquid, Ready to use reagents stable till expiry and supplier will be responsible for providing all the consumables (Including controls, calibrators, substrate etc) will be the responsibility of the supplier. Please mentioned the kit size and on board stability.

	SECTIOAN 4	
	VACCUTAINER (BLOOD COLLECTION TUBES) FDA /CE APPROVED	
S#	Name of Item	
1	Vacuette tube 4ml Serum Gel Clot Activator (RED TOP)	
2	Vacuette tube 2ml Serum EDTA non Rigid (Purple Top)	
3	Vacuette SST II Advance Yellow Capped	

	SECTION 5
; - C.II	MISCLENOUS ITEMS
S#	Name of Item
1_	Filter Tips 1000 micro liter
2	Filter Tips 100 micro liter
3	Filter Tips 20 micro liter
4	Filter Tips 10 micro liter
5	Hydrologix Tubes 1.5 ml (DNAs, RNAs and Pyrogen Free) 3464
6	Sterile power Free latex Gloves
7	Micro Pipettes (Juster) Adjustable 0.5-10 ul
8	Micro Pipettes (Juster) Adjustable 2-20 ul
9	Micro Pipettes (Juster) Adjustable 10-100 ul
10	Micro Pipettes (Juster) Adjustable 20-200 ul
11	Micro Pipettes (Juster) Adjustable 100-1000 ul
12_	Micro Pipettes (Juster) fixed 1000ul
13	Micro Pipettes (Juster) fixed 100ul
14	Yellow Tips
15	Blue Tips
16	Sample Cups
_17	Test Tube Rack
18	Disposable Vinyl Examination Gloves (Large Size)
19_	Disposable Vinyl Examination Gloves (Medium Size)
20	Lab. Coats
21_	Face Mask
22	Eye protection Goggles
23	Needle Cutters
	The kits should be FDA approved or CE Marked and supplier will be responsible for providing all the consumables (Including controls, calibrators, etc) will be the responsibility of the supplier. Please
	mentioned the kit size and on board stability.

## **G:** Sample Forms

#### 1. PERFORMANCE GUARANTEE/SECURITY FORM

To: [Name & Address of the Purchaser]

Whereas [Name of Supplier] (hereinafter called "the 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 Guarantee by a scheduled bank for the sum of 5% of the total Contract amount as Security for compliance with the Supplier's performance obligations 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 a total of [Amount of the Guarantee in Words and Figures] and we undertake to pay you, upon your 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 by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for four months after the completion of delivery of supplies by the 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

2.	MANUFACTURER'S	AUTHORIZATION	FORM	[SEE	CLAUSE	14.3	(A)	OF	THE
	INSTRUCTION TO BI	DDERS]							

To: [name of Purchaser]

WHEREAS [name of the Manufacturer] who are established and reputable Manufacturers of [name and /or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Supplier / Agent] to submit a bid, and subsequently follow-up / negotiate and sign the Contract with you against Tender Notice for the goods manufactured, by us, under the patent name of for performance of the contract.

We hereby commit and assure our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

#### Note:

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

#### CONTRACT FORM

THIS CONTRACT is made at	on	day of _	2016	,	
between the Program Manager, Prevention	a & Control	of Hepatitis	Sindh (Chief Mini	ster's Initiative),	a
Directorate General Health Services Sindh,	Hyderabad	(hereinafter	referred to as the	"Purchaser") of t	hc
First Part; and M/s (firm name) a firm regist	tered under t	the laws of Pa	kistan and having	its registered offi	ce
at (address of the firm) (hereinafter called t	the "Supplie	r") of the Sec	cond Part (hereinat	fter also referred	tc
individually as "Party" and collectively as th	e "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 form 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. [The Seller/ Supplier] accepts full responsibility and strict liability for making any 8. 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 time 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 (the place) and shall enter into force on the day, month and year first above at mentioned. Signed / Sealed by the Manufacturer / Signed / Sealed by Purchaser Authorized Supplier / Authorized Agent WITNESS

## H: Bid Form & Price Schedule

1.	BID FORM	
	Date:	
То:	[Name and address of Purchaser]	
Dear Sir	r,	
undersig [Total B	examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, gned, offer to supply and deliver the goods specified in the said Bidding Documents for the sum Bid Amount], [Bid Amount in words] or such other sums as may be ascertained in accordance we dule of Prices attached herewith and made part of this bid.	of
2. specified	We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery sched in the Schedule of Requirements.	ule
3. the Cont	If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5% tract Price for the due performance of the Contract, in the form prescribed by the Purchaser.	of
4. and it sh	We agree to the validity of this bid till 30 <sup>th</sup> June 2016 from the date fixed for financial bid open all remain binding upon us and may be accepted at any time before the expiration of that period.	ing
5. thereof a	Until a formal Contract is prepared and executed, this bid, together with the written acceptand notification of award, by the Purchaser, shall constitute a binding Contract between us.	ice
6.	We understand that you are not bound to accept the lowest or any bid you may receive.	
Dated th	nis day of 2016.	
	apacity of) thorized to sign bid for and on behalf of	

#### 2. PRICE SCHEDULE IN PAK RUPEES

Name of Bidder
----------------

R	SECTION 1 cal Time PCR Kits FDA approved / IVD CE	Accounting Unit	Quantity	Unit Price (Pak Rs)	Total Cost (Pak Rs.)
	Marked				
S#	Name of Item				
1	HBV DNA PCR Kit (Quantitative) HBV Real Time PCR kit for quantitative detection with extraction kits (complete kit with no additional reagent/ consumable requirement)		150		
2	HCV RNA PCR Kit (Qualitative) HCV Real Time PCR kit for qualitative detection with extraction kits (complete kit with no additional reagent/ consumable requirement)	_	50		
3	HCV RNA PCR Kit (Quantitative) HCV Real Time PCR kit for quantitative detection with extraction kits (complete kit with no additional reagent/ consumable requirement)		300		
4	HDV RNA PCR Kit (Quantitative) HDV Real Time PCR kit for quantitative detection with extraction kits (complete kit with no additional reagent/ consumable requirement)		75		
5	HCV GENOTYPE  Real Time PCR kit for HCV Genotyping detection with extraction kits (complete kit with no additional reagent/ consumable requirement)		5		
	Grand Total				_

The kits should be FDA approved or IVD CE Marked and supplier will be responsible for providing all the consumables (Including controls, calibrators, molecular grade water, molecular grade Ethanol etc) will be the responsibility of the supplier. Please mentioned the kit size and on board stability.

	SECTION 2	Accounting	Quantity	Unit Price	Total Cost
	SEROLOGY	Unit		(Pak Rs)	(Pak Rs.)
S#	Name of Item				
1	ANTI-HCV Rapid Device (ICT) FDA approved		7000 kits		
2	HbsAg Rapid Device (ICT) FDA approved		7000 kit		
3	ANTI-HCV Elisa Test kit (3rd Generation/WHO		2500 Kits		
	accepted)				
4	HbsAg Elisa Test kit (3rd Generation/WHO accepted)		2500 Kits		
5	Hepatitis B core Antibody total Elisa kits (WHO		10 kits		
3	accepted)		l		
6	Hepatitis Be Antigen Elisa Kits (WHO accepted)		20 Kits		
7	Anti-HDV Elisa Test Kit (WHO accepted)		700 Kits		ļ
	Grand Total		_		

The kits should be FDA approved or IVD CE Marked and supplier will be responsible for providing all the consumables (Including controls, calibrators, substrate etc) will be the responsibility of the supplier. Please mentioned the kit size and on board stability.

	SECTION 3	Accounting	Quantity	Unit Price	Total Cost
	CHEMISTRY KITS FDA APPROVED/CE MARKED	Unit		(Pak Rs)	(Pak Rs.)
S#	Name of Item				
1	Bilirubin total & direct		100 kits		
2	Alkaline Phosphate		100 kits		
3	SGPT /ALT		100 kits		
4	SGOT /AST		100 kits		
5	Total Protein		100 kits		
6	Albumin		100 kits		
	Grand Total		1		

The kits should be FDA approved or IVD CE Marked with liquid, Ready to use reagents stable till expiry and supplier will be responsible for providing all the consumables (Including controls, calibrators, substrate etc) will be the responsibility of the supplier. Please mentioned the kit size and on board stability.

VAC	SECTIOAN 4 CCUTAINER (BLOOD COLLECTION TUBES) FDA /CE APPROVED	Accounting Unit	Quantity	Unit Price (Pak Rs)	Total Cost (Pak Rs.)
S#	Name of Item				
1	Vacuette tube 4ml Serum Gel Clot Activator (RED TOP)		10000 Nos		
2	Vacuette tube 2ml Serum EDTA non Rigid (Purple Top)		400000		
3	Vacuette SST II Advance Yellow Capped		500000		
	Grand Total				

	SECTION 5 MISCLENOUS ITEMS	Accounting Unit	Quantity	Unit Price (Pak Rs)	Total Cost (Pak Rs.)
S#	Name of Item			1	(*******)
1	Filter Tips 1000 micro liter	-	100000		
2	Filter Tips 200 micro liter		80000		
3	Filter Tips 20 micro liter		80000		
4	Filter Tips 10 micro liter		60000		
5	Hydrologix Tubes 1.5 ml (DNAs, RNAs and Pyrogen Free) 3464		20000		
6	Sterile power Free latex Gloves		180 Box		
7	Micro Pipettes (Juster) Adjustable 0.5-10 ul		5 Nos.		
8	Micro Pipettes (Juster) Adjustable 2-20 ul		5 Nos.		
9	Micro Pipettes (Juster) Adjustable 10-100 ul		5 Nos.		
10	Micro Pipettes (Juster) Adjustable 20-200 ul		5 Nos.		
11	Micro Pipettes (Juster) Adjustable 100-1000 ul		5 Nos.		
12	Micro Pipettes (Juster) fixed 1000ul		5 Nos.		
13	Micro Pipettes (Juster) fixed 100ul		5 Nos.		
14	Yellow Tips		300000		
15	Blue Tips		300000		
16	Sample Cups		1000000		<u> </u>
17	Test Tube Rack		50 Nos.		
18	Disposable Vinyl Examination Gloves (Large Size)		10 Box		
19	Disposable Vinyl Examination Gloves (Medium Size)		10 Box		
20	Lab. Coats		100 Nos.		

21	Face Mask	500 Nos.					
22	Eye protection Goggles	100 Nos.					
23	Needle Cutters	50 Nos.					
	Grand	Total					
	The kits should be FDA approved or CE Marked and supplier will be responsible for providing all the consumables (Including controls, calibrators, etc) will be the responsibility of the supplier. Please mentioned the kit size and on board stability.						

Sign and Stamp of Bidder

Note:

- 1. In case of discrepancy between the unit price and total, the unit price shall prevail.
- 2. All the Bid documents should be submitted page wise, any missing of papers will not be responsible of procurement authority.

PROGRAM MANAGER
PREVENTION & CONTROL OF
HEPATITIS IN SINDH
(CHIEF MINISTER'S INITIATIVE)



## OFFICE OF THE PROGRAM MANAGER

#### PREVENTION & CONTROL OF HEPATITIS SINDH

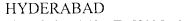
(CHIEF MINISTER'S INITIATIVE)

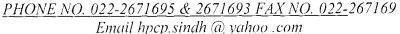
@ DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD

BIDDING DOCUMENTS FOR PROCUREMENT OF FURNITURE / FIXTURE FOR THE FINANCIAL YEAR 2015-2016.



# OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) @ DIRECTORATE GENERAL HEALTH SERVICES SINDH,







# TENDER FOR THE PURCHASE OF FURNITURE / FIXTURE FOR PREVENTION & CONTROL OF HEPATITIS SINDH (CHIEF MINISTER'S INITIATIVE) FOR THE YEAR 2015-2016

Cost of Tender is Rs. 2000/= non refundable.

1.	Tender selling date from	31-03-2016 to 15-04-2016
2.	Tender submission date	18-04-2016 at 11:00 AM sharp
3.	Tender Opening Date	18-04-2016 at 12:00 Noon

Offers shall remain open till June 2016 from the date of opening. The Tenders shall quote on free delivery to consignee's end Office of the Program Manager Prevention & Control of Hepatitis Sindh @ Directorate General Health Services Sindh Hyderabad. Price should be quoted in Figures and words including all Government Taxes (i.e. Income Tax, Sale Tax and other Government Taxes), failing which the offer will be ignored.

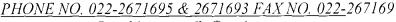
S #	Description of Store	Qty	Rate (In Figure)	Rate (In words)
1.	Steel Filing Cabinet Technical Specifications Steel filing cabinet four drawers with channel baring fitted cradle bars and 18 gauge height 54" depth 24" width 18", hammer color ICI color paint complete in all respect, imported steel.	12		
2.	Visitor Chair:  Wooden armed office visitor chair executive coshan made of seasoned sheesham / Tali wood, cane seat and back finished with sprit polish.  Specification:  Front leg 2"x2" turned, back legs 1-3/8" seat rails 2 ½"x2 ½", back top rail 2 ½"x1" curved shape back slates 1 ¾"x7/8" middle rail 1 ¾" arms 7/8" thick and bottom rail 1 ¾", width of front of seat 22" width of back 19" of seat (including back legs, 18" height of arms 9" and height of back 38").	48		

3	Officer Table:	12		
	Technical Specifications Officer wooden polish office table of the size 4'x2.5'x2.5' state line board with three drawers with 1 tea try, moving on imported quality channel, full japani wood sheet, border patti size 2 x <sup>3</sup> / <sub>4</sub> x 48, channel holy japan brass, sprit polish leker and dana polish, superior quality items			
4	Officer Revolving Chair:	12		
	Technical Specifications Officer revolving chair standard size having high density nailon net Tali wood seat and back, five coaster wheels, revolving base ordinary wooden handles, sprit polish leker and dana polish, A one quality.			
5	Examination Coach:	12		
	Technical Specifications Steel examination coach of the size 72"x24"x30" having pipe 2"x 2", side pipe 18 gauge over all with hammer colour ICI colour paint having high density ragzine cushioned / Molti foam, head moving and complete in all respect.			
6	Computer Table	12		
	Technical Specifications Wooden laminated computer table of the size 4'x2'x2.5' with one drawer key board and 1 mouse try, moving on imported quality channel, full japani wood sheet, border patti size 2 x <sup>3</sup> / <sub>4</sub> x 48, channel holy japan brass, sprit polish leker and dana polish, superior quality items			
7	Computer Chair:	12		
	Technical Specifications Computer revolving chair standard size having high density cushioned / Molti foam seat and back, five coaster wheels, revolving base ordinary handles, A one quality.			



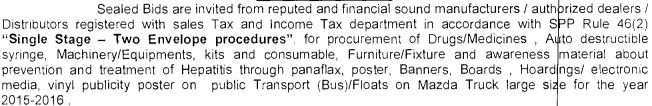
## OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) @ DIRECTORATE GENERAL HEALTH SERVICES SINDH.

# **HYDERABAD**



Email hpcp.sindh @ yahoo .com

## INVITATION OF BIDS.



Bidding Document containing specification, terms and conditions including other details can be obtained from office of the Additional Secretary (PM&I) Government of Sindh Health Department, Karachi, Director General Health Services Sindh Hyderabad and office of the undersigned from 31-03-2016 to 15 -04-2016.

S.#	Description	Tender	Call Deposit of
		Fee	quoted items
1	Drugs/Medicines	Rs.2000/-	3%
2	Auto destructible syringe	Rs.2000/-	3%
3	Machinery/Equipments	Rs.2000/-	3%
4	kits (PCR, Elisa, ICT & chemistry kits) / laboratory consumable /protective kits	Rs.2000/-	3%
5	Furniture/Fixture	Rs.2000/-	3%
6	Awareness material about prevention and treatment of Hepatitis through panaflax, poster, Banners, Boards, Hoardings/ electronic media, vinyl publicity poster on public Transport (Bus)/Floats on Mazda Truck large size	Rs.2000/-	3%

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 18 -04-2016 by 11.00 A.M

Only Technical bids/ proposals will be opened on 18-04-2016 at 12.00 Noon 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.

The bidding documents can be download from the authority's website as ∲ell as from the website of this office (www.hpcp.com.pk).

> PROGRAM MANAGER PREVENTION & CONTROL OF HEPATITIS IN SINDH (CHIEF MINISTER'S INITIATIVE)



#### TERMS AND CONDITIONS

Single Stage – Two Envelopes Bidding Procedure.

- 1. Single stage two envelopes procedure shall be applied:
- 2. The Tender for supply of Furniture / Fixture shall comprise a single stage containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal;
- The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
- 4 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Purchaser without being opened;
- The committee shall evaluate the technical proposal, without reference to the financial proposal and reject any proposal which does not conform to the specified requirements;
- The financial proposal of Tender for supply of Furniture / Fixture will be opened in the presence of bidders qualifying in technical evaluation at time, date and venue to be announced / communicated in advance;
- 8 Financial proposal for the supply of Furniture / Fixture failing to disqualify in the technical evaluation will be returned to the bidders unopened.
- 9 The, bidder quoting the final lowest price and qualifying in the technical evaluation shall be declared Successful
- The Tenders shall be submitted with all documents in sealed envelope with sealing Wax. Tenders must be filled in with Blue or Black Ink in the columns provided / on separate letter Head duly signed.
- The Tender must be free from erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial it.
- The Tenders shall quote their firm and final price both in figure & word on free delivery basis to consignee at Office of the Program Manager Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) Hyderabad.
- 13 Representative of the Firms should produce authority letter of their firm at the time of attending the opening of Tender.
- Store is required immediately, the tenders may how ever give their short guarantee delivery period by which the supply—will be complete positively. No extension will be granted / accorded for the supply of initial quantity.
- The successful Tenderer will have to deposit with purchaser security deposit in shape of pay order / call deposit, 5% value of contract.
- The purchase committee has reserved the right to purchase all or part of stores under this Tender as per Budget provision.
- 17 If the supplier delays the delivery of goods / furniture, a penalty of 2% per month of contract amount will be charged.

The sales Tax and Income Tax will be deducted as per Government Rules.

#### 10. BID EVALUATION CRITERIAL

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

S .No.	Evaluation Criteria	Yes	No.
1	Conforming technical specification of the furniture/fixture		
2	Proof of financial certificate Rs.5(M) each year (Last 3 years)		
3	Audit Reports of three years (2012-2013, 2013-2014 and 2014-2015)		
4_	Bank statement last 3 years		
5	Proof of General Sales Tax paid during the last three years		
6	Proof of Income Tax paid during the last three years		
7	Proven Track Record (previous record last 03 years)		
8	Copy of Professional Tax Certificate current year		
9	Copy of Income Tax Certificate		
10	Copy of Sales Tax Certificate		
11	The Bidder 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.		
12	Original Tender purchase Receipt		
13	Registration with SBR		

- 11 Stamp duty as per Rules of the total value of contract will be charge.
- Services Charge @ rate of 0.25% of the total value of contract will be charge Program Manager Hepatitis Prevention & Control Program (Chief Minister's Imitative) Hyderabad.
- 1. The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security/Earnest Money in Pak Rupees @ 5% of quoted amount in the shape of Bank Draft / Pay Order / Call Deposit in the name of the Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative). 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.
- 2. The entire quantity of the ordered supplies shall be delivered within 30 days or earlier from the date of issuance of supply order / contract award without any penalty.
- 19. The payment will be made after submitting the Bill and Inspection.

- The concerned firms will pay all Government Taxes as per Government rules.
- 21 The firm concerned shall submit the rates for (2015 2016) till June 2016.
- 22. The tender rates should be inclusive of all taxes income tax and sale tax etc. Payable to Federal and Provincial Government or local bodies and no claim on the account shall be entertained.

## CERTIFICATE

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

١.	Signature of Tenderer	
2.	Designation	
3.	Address	 <u> </u>
1.	Stamp	

Signature of the Tenderer With seal & address

Note:

- 1. In case of discrepancy between the unit price and total, the unit price shall prevail.
- 2. All the Bid documents should be submitted page wise, any missing of papers will not be responsible of procurement authority.

PROGRAM MANAGER
HEPATITIS PREVENTION &
CONTROL PROGRAM IN SINDH
(CHIEF MINISTER'S INITIATIVE)





Tender No.6

# OFFICE OF THE PROGRAM MANAGER

PREVENTION & CONTROL OF HEPATITIS SINDH

(CHIEF MINISTER'S INITIATIVE)

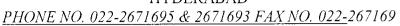
@ DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD

## **BIDDING DOCUMENTS FOR**

Awareness about prevention ,vaccination and treatment of Hepatitis through panaflax poster, Banners, Boards & Hoardings/ electronic media ,Vinyl Publicity poster on Public Transport (Bus) /Floats on Mazda Truck large Size FOR THE FINANCIAL YEAR 2015-2016.

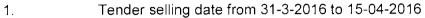


# OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) @ DIRECTORATE GENERAL HEALTH SERVICES SINDH, HYDERABAD



Email hpep.sindh @ yahoo .com

## Rs.2000/ (NOT REFUNDABLE / TRANSFERABLE)



2. Tender submission date 18-04-2016 at 11:00 AM sharp

3. Tender Opening Date 18-04-2016 at 12:00 Noon

## **TELECASTING OF T.V SPOTS**

## BUDGET Rs.24 (M)

S. No	Name of TV Channel	Topics	Description	Language		Rates
	Chamer				Prime time	Ordinary
01	PTV(Regional Time)		Per Seconds Spots	Sindhi/ Urdu		
02	KTN T.V		Per Seconds Spots	Sindhi/ Urdu		
03	SINDH T.V		Per Seconds Spots	Sindhi/ Urdu		
04	Dunya T.Y	Awareness about prevention,	Per Seconds Spots	Urdu		
05	MEHRAN TV	Vaccinations and Treatment of Hepatitis	Per Seconds Spots	Sindhi/ Urdu		
06.	AWAZ TV		Per Seconds Spots	Sindhi/ Urdu		
07	AAJ TV		Per Seconds Spots	Urdu		
08	EXPRESS NEWS		Per Seconds Spots	Urdu		
09	Geo News		Per Seconds Spots	Urdu		
10	ARY News		Per Seconds Spots	Urdu		



## BROADCASTING OF RADIO SPOTS

## BUDGET Rs.4.2 (M)

S. No	Name of Radio Channel	Topics	Description	Language		Rates
Channel				Prime time	Ordinary	
01	Radio Pakistan Hyd/Khairpur/ Larkana/Karach		Per Seconds Spots	Sindhi/ Urdu		
02	FM-91		Per Seconds Spots	Sindhi/ Urdu		
03	FM-100	Awareness about prevention, Vaccinations and	Per Seconds Spots	Sindhi/ Urdu		
04	FM-91 Ghotki		Per Seconds Spots	Sindhi/ Urdu		
05	FM-105		Per Seconds Spots	Sindhi/ Urdu		
06.	FM-99	Treatment of Hepatitis	Per Seconds Spots	Sindhi/ Urdu		
07	FM-98		Per Seconds Spots	Sindhi/ Urdu		
08	FM-101		Per Seconds Spots	Sindhi/ Urdu		
09	FM-92		Per Seconds Spots	Sindhi/ Urdu		
10	FM-104		Per Seconds Spots	Sindhi/ Urdu		

## POSTER, BANNERS AND BOARDS, HOARDINGS

# BUDGET Rs.6 (M)

S. No	Description	Size	Stations	Rates
0.1	Panaflex Boards with Tally Wood Frame (1 x 1 ½ Thick)	4 ' X 6 '	OFFICE OF THE PROGRAM MANAGER HEPATITIS	
01	Panaflex Boards with Iron Frame (1 x 1 20) Gauge Iron Pipe Kyc)	4 7 0	PREVENTION & CONTROL PROGRAM, SINDH HYDERABAD	
	Panaflex Banners with Tally Wood frame (1 x 1 ½ Thick)		- Do -	
02	Panaflex Boards with Iron Frame (1 x 1 20) Gauge Iron Pipe Kyc)	4' x 10'	- Do -	
03	Hoardings	15' x 45 '	For Karachi (for one Month rents with Printing & Installation Maintenance etc)	
04	Hoardings	10' x 20'	Hyderabad / Mirpurkhas/ Sukkur/ Larkana/ Khairpu Mirs Shaheed Benazirabad (For one Month rent with Printing Installation & Maintenance etc)	
05	Hoarding (Toll Plaza Hyderabad ) Both side	100x8	Toll Plaza Hyderabad both side (For one Month rent with Print) Installation & Maintenance etc.)	
06	Hoarding (Toll Plaza Karachi ) Both side	100x8	Toll Plaza Karachi both side (For one Month rent with Printi Installation & Maintenance etc)	
07	Hoarding	75x25	Governor House Chorangi Karachi (For one Month rent with Printin Installation & Maintenance etc)	

## SOCIAL MOBILIZATION FLOATS

## BUDGET Rs.1 (M)

S. No	Description	Stations	F	Rates
01	Floats on Mazda Truck Large	For 23 District (One Month		
	Size	duration)		

## VINYL PUBLICITY POSTERS ON PUBLIC TRANSPORT

## BUDGET Rs.3.75 (M)

S. No	Description	Topic	Stations	Rates
01	VINYL PUBLICITY POSTERS ON PUBLIC TRANSPORT (BUS)	Awareness about prevention, Vaccinations and Treatment of Hepatitis	For 23 District (One Month duration)	

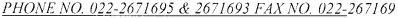
## Note:

- 1. In case of discrepancy between the unit price and total, the unit price shall prevail.
- 2. All the Bid documents should be submitted page wise, any missing of papers will not be responsible of procurement authority.

PROGRAM MANAGER
HEPATITIS PREVENTION &
CONTROL PROGRAM SINDH
CHIEF MINISTER'SINITIATIVE
HYDERABAD.

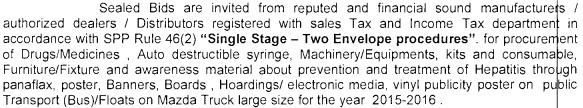


# OFFICE OF THE PROGRAMME MANAGER HEPATITIS PREVENTION & CONTROL PROGRAM, SINDH (CHIEF MINISTER'S INITIATIVE) @ DIRECTORATE GENERAL HEALTH SERVICES SINDH, HYDERABAD



Email hpep.sindh @ yahoo .com

#### INVITATION OF BIDS.



Bidding Document containing specification, terms and conditions including other details can be obtained from office of the Additional Secretary (PM&I) Government of Sindh Health Department, Karachi, Director General Health Services Sindh Hyderabad and office of the undersigned from 31-03-2016 to 15-04-2016.

S.#	Description	Tender	Call Deposit of
		Fee	quoted items
1	Drugs/Medicines	Rs.2000/-	3%
2	Auto destructible syringe	Rs.2000/-	3%
3	Machinery/Equipments	Rs.2000/-	3%
4	kits (PCR, Elisa, ICT & chemistry kits) /	Rs.2000/-	3%
ļ !	laboratory consumable /protective kits		
5	Furniture/Fixture	Rs.2000/-	3%
6	Awareness material about prevention and treatment of	Rs.2000/-	3%
	Hepatitis through panaflax, poster, Banners, Boards,		
	Hoardings/ electronic media, vinyl publicity poster on public		
	Transport (Bus)/Floats on Mazda Truck large size		

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 18 -04-2016 by 11.00 A.M

Only Technical bids/ proposals will be opened on 18-04-2016 at 12.00 Noon 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.

The bidding documents can be download from the authority's website as well as from the website of this office (www.hpcp.com.pk).



#### **TERMS AND CONDITIONS**

Single Stage – Two Envelopes Bidding Procedure.

- 1. Single stage two envelopes procedure shall be applied:
- 2. The Tender for Awareness about prevention, vaccination and treatment of Hepatitis through panaflax poster, Banners, Boards & Hoardings/ electronic media, Vinyl Publicity poster on Public Transport (Bus) /Floats on Mazda Truck large Size shall comprise a single stage containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal;
- The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
- 4 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Purchaser without being opened;
- The committee shall evaluate the technical proposal, without reference to the financial proposal and reject any proposal which does not conform to the specified requirements;
- The financial proposal of Tender for Awareness about prevention, vaccination and treatment of Hepatitis through panaflax poster, Banners, Boards & Hoardings/ electronic media, Vinyl Publicity poster on Public Transport (Bus) /Floats on Mazda Truck large Size shall be opened in the presence of bidders qualifying in technical evaluation at time, date and venue to be announced / communicated in advance;
- Financial proposal of the Tender Awareness about prevention, vaccination and treatment of Hepatitis through panaflax poster, Banners, Boards & Hoardings/ electronic media, Vinyl Publicity poster on Public Transport (Bus) /Floats on Mazda Truck large Size failing to disqualify in the technical evaluation will be returned to the bidders unopened.
- The, bidder quoting the final lowest price and qualifying in the technical evaluation shall be declared Successful.

#### 10. BID EVALUATION CRITERIAL

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

S .No.	Evaluation Criteria	Yes	No.
1	Conforming technical specification of the product		
2	Registration with PBA(Pakistan Broad Casting Association)		
3	Authority letter from Radio / T.V Authority in the name of Program Manager Hepatitis Program		
4	Proof of financial certificate Rs.10(M) each year (Last 3 years)		
<del>_</del>	Audit Reports last 3 years		
6	Bank statement last 3 years		
7	Proof of General Sales Tax paid during the last three years		
8	Proof of Income Tax paid during the last three years		
9	Proven Track Record (previous record last 03 years)		
10	Copy of Professional Tax Certificate current year		
11	Copy of Income Tax Certificate		
12	Copy of Sales Tax Certificate		
13	The Bidder 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.		
14	Details of Technical and qualified persons.		
15	Original Tender purchase Receipt		
16	CD/DVD for Radio / T.V spots on Hepatitis Messages		
17	Proof of Panaflex workshop.		
18	Registration with SBR		
19	Registration with APNS		
20	Audit Reports of three years (2012-2013, 2013-2014 and 2014-2015)		

- 11 Complete Profile of company / Organization.
- Technical Proposal / strategy for awareness about prevention , vaccination and Treatment of Hepatitis
- 13 Tender should be sealed with wax.
- 14 Representative of the Firms should produce authority.
- 15 Stamp duty as per Rules of the total value of contract will be charge.
- Services Charge @ rate of 0.25% of the total value of contract will be charge Program Manager Hepatitis Prevention & Control Program (Chief Minister's Imitative) Hyderabad
- 16. The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security/Earnest Money in Pak Rupees @ 3% of quoted amount In the shape of Bank Draft / Pay Order / Call Deposit in the name of the Program Manager, Prevention & Control of Hepatitis Sindh (Chief

Minister's Initiative). 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 Program Manager, Prevention & Control of Hepatitis Sindh (Chief Minister's Initiative) till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

- 17. The Firms concerned must submit the authority letter/accreditation letter from PBA & APNS without which the offer should not be considered.
- The payment will be made after submitting the telecasting / Broadcasting spots.
- The concerned firms will pay all Government Taxes as per Government rules.
- The concerned firms will submit the rates according to the time (per seconds) of each spots separately. The time of telecasting of T.V Spots and Radio spots should be prime time and ordinary time.
- 21 The firm concerned shall submit the rates for (2015 2016) till June 2016.
- 22. The Tender must be free from erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial it.
- 23. The tender rates should be inclusive of all taxes income tax and sale tax etc. Payable to Federal and Provincial Government or local bodies and no claim on the account shall be entertained.
- 24. If the supplier delays the delivery of goods / furniture, a penalty of 2% per month of contract amount will be charged.

PROGRAM MANAGER
PREVENTION & CONTROL OF
HEPATITIS IN SINDH
(CHIEF MINISTER'S INITIATIVE)