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OFFICE OF THE PROVINCIAL COORDINATOR
NATIONAL PROGRAMME FOR FAMILY PLANNING AND PRIMARY HEALTH CARE
BANGLOW No.122-B. UNIT NO. 03 LATIFABAD. HYDERABAD SINDH



INVITATION OF BIDS.

Sealed tender are invited from Manufacturer/Distributor/Supplier/ importer having good reputation and sound financial position for procurement of Non-Drug items for the year 2016-2017 in “**Single Stage – Two Envelope procedures**”. As per SPPRA Rule 46(2).

A complete set of blank tender Document can be purchased from the office of the undersigned, Additional Secretary (PM& I cell) Health Department, Karachi and Director General Health Services Sindh @ Hyderabad on submission of application along with the photo copy of Income Tax, Sale Tax Registration Certificate upon cash payment of non refundable below mentioned fee in each Tender enquiry from 11-01-2017 to 10-02-2017.


| S.# | Description | Tender Fee | Call Deposit of quoted items |
|-----|---|------------|------------------------------|
| 1 | Thermometer, LHW kit Bag, Health House Board, White Board, Pencil Torch, Scissors, BP Apparatus with Stethoscope, Baby Weighing Scale | Rs.2000 | 2% |

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 11-02-2017 by 10.00 A.M Sharp. The Technical Bids/ will be opened at 12:00 Noon on the same day before procurement

In case of Public Holiday, the Bids Shall be submitted and opened on the next working day.

The Bidder Purchase Tender foam for each Item.

The Chairman Purchase committee reserves the right to accept/ reject any all bids subject to provision of relevant clause of SPPRA Rules 2010.


Dr Jai Ram Das
Provincial Coordinator
National Program for FP & PHC
PPIU Sindh @ Hyderabad



GOVERNMENT OF SINDH
HEALTH DEPARTMENT
(PROCUREMENT MONITORING & INSPECTION CELL)

NOTIFICATION

No. SO(PM&I)2-1/2016/ (PC/NPEP HYD): A Procurement Committee under Rules-7 of Sindh Public Procurement Rules 2010 is hereby constituted in National Program for Family planning and Primary Health Care comprising the following officers for purchase of necessary items of non drug and Printing material.. during current financial year 2016-17 :

| | | |
|---|--|----------|
| 1 | Director General, Health Services, Sindh Hyderabad | Chairman |
| 2 | The Additional Secretary (PM&I Cell) | Member |
| 3 | The Deputy Provincial Coordinator /FMC | Member |
| 4 | The Commissioner Hyderabad /his representative | Member |
| 5 | The District Population Welfare Officer, Hyderabad or his representative | Member |

TORs

The TORs / Functions / Responsibilities of the Procurement committee in accordance with Rule-8 of SPP Rules 2010 shall be as under:

- Preparing bidding documents;
- Carrying out technical as well as financial evaluation of the bids;
- Preparing evaluation report as provided in Rule-45;
- Making recommendations for the award of contract to the competent authority;
- Perform any other function ancillary and incidental to the above.

SECRETARY HEALTH

No. SO(PM&I)2-1/2014/ (PC/NPEP HYD)::

Karachi, dated 6/1/ Jan 2017

A copy is forwarded for information & necessary action to:-

- The Managing Director, Sindh Public Procurement Regulatory Authority, Karachi
- The Director General, Health Services, Sindh Hyd .
- The Provincial Coordinator, National Program for Family Planning and Primary Health Care, Hyderabad.
- The Commissioner Hyderabad.
- The District Population Welfare Officer Hyderabad.
- Chairman and all members of the Committee.
- The P.S. to Secretary Health.

(NAVEED AHMED SOOMRO)
SECTION OFFICER (PM&I)



Phone # 99203108, 99204203

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

GOVERNMENT OF SINDH

HEALTH DEPARTMENT

(PROCUREMENT MONITORING & INSPECTION CELL)

Karachi, Dated: 18th Feb 2016

NOTIFICATION

In supersession of this Department's notification of even number dated: 29th July, 2013 and 28th 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 18th 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.
4. 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. *SS (Admn) HD*
7. The P.S. to Secretary Health Sindh.

(RASHID HUSSAIN)
SECTION OFFICER (PM&I)



**PROVINCIAL COORDINATOR
NATIONAL PROGRAM FOR FAMILY
PLANNING & PRIMARY HEALTH CARE
SINDH @HYDERABAD**

PROCUREMENT OF NON-DRUG ITEMS

**BIDDING DOCUMENTS FOR PROCUREMENT OF
NON-DRUG ITEMS
FOR THE FINANCIAL YEAR 2016-2017.**

A: Instructions to Bidders. (ITB)

INTRODUCTION

1. SOURCE OF FUND
 - 1.1 1.1 The Government of Sindh has allocated funds under ADP scheme for Provincial PPIU Sindh Hyderabad during the financial year 2016-2017.
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:
 - 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.
3. ELIGIBLE GOODS
 - 3.1 in the case of Goods offered from out side the purchasers' country, Certified ISO-CE -FDA bidders shall be considered as eligible good;
 - 3.2 Goods should be packed and transported in a material that meets international standards;
 - 3.3 Goods should be as per Tender specification.

THE BIDDING PROCEDURE

4. Single Stage – Two Envelopes Bidding Procedure.
 - 4.1 Single stage - two envelopes bidding procedure shall be applied;
 - 4.2 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal;
 - 4.3 The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion;
 - 4.4 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - 4.5 The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Purchaser without being opened;
 - 4.6 The Purchaser shall evaluate the technical proposal, without reference to the financial proposal and reject any proposal which does not conform to the specified requirements;
 - 4.7 The financial proposal of bids shall be opened in the presence of bidders qualifying in technical evaluation at time, date and venue to be announced / communicated in advance;
 - 4.8 Financial proposal of the bids failing to qualify in the technical evaluation will be returned to the bidders unopened.
 - 4.9 The bidder quoting the lowest price and qualifying as per evaluation criteria mentioned 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. Bid Form; and
- viii. Price Schedule.
- ix. Draft of Integrity Pact.

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) Photo copy of Bid Security with hidden amount.

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 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) Photo copy of National Tax Number (NTN)
- (ii) Photo copy of General Sales Tax Number
- (iii) 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 must indicate the country of origin, name of the Manufacturer.

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 Broacher:

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

- (b) *The Bidder must submit, along with technical proposals, sample(s) of quoted items (Non-Drug) for verification by the procurement committee. No technical proposal / bid will be considered in the absence of sample(s) without which the offer will be rejected / ignore.*

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 the ____ 2017. 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. Provincial Coordinator National Program for FP & PHC PPIU Sindh Hyderabad with the serial number indicated in the Tender Notice, and a statement: "DO NOT OPEN- BEFORE," to be completed within the time and date specified in the Tender Notice.
- 15.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Purchaser to return the bid unopened in case it is declared as "non-responsive" or "late" as the case may be.
- 15.4 If the outer and the inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

16. DEADLINE FOR SUBMISSION OF BIDS

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

16.2 The Purchaser may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BID

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

18. WITHDRAWAL OF BIDS

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

OPENING AND EVALUATION OF BIDS

19. OPENING OF BIDS BY THE PURCHASER

19.1 The Purchaser will initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of Bidders' or their representatives who choose to be present at the time of bid opening on the date, time and place specified in the Tender Notice. The bidders or their representatives who are present shall sign the Attendance Sheet evidencing their attendance. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Purchaser without being opened till the completion of the evaluation process. Opening and Evaluation of Bids

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

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

19.4 The Purchaser will prepare minutes of the technical and financial bids opening meetings and will get these minutes signed by the Head and members of the Procurement Committee and submit for approval of the competent authority.

20. CLARIFICATION OF BIDS.

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

21. PRELIMINARY EXAMINATION.

21.1 The Purchaser will examine the bids to determine whether they are complete; whether any computational errors have been made; whether the required sureties have been furnished; whether the documents have been properly signed and linked, and whether the bids are generally in order.

Hyderabad

- 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.


Procurement Officer
P.O. Box 1000
Hyderabad (Sindh)

23. **EVALUATION CRITERIA**

23.1 Merit System:

23.2 The following merit 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/compliance of technical specifications of the product | | |
| 2 | Fulfillment of the tender conditions of ITB clause 8 & 11 | | |
| 3 | Authority letter for quoted items from Manufacturer /importer | | |
| 4 | Original purchase receipt | | |
| 5 | Proven Track Record last 03 years | | |
| 6 | Bank Turn Over Certificate of last 3 (Three) years (Turn Over minimum 100 (M) Last three years | | |
| 7 | Bank Statement last 3 years | | |
| 8 | Audit Reports of three years | | |
| 9 | Proof of General Sales Tax paid during the last three years | | |
| 10 | Proof of Income Tax paid during the last three years | | |
| 11 | Appropriateness of supply schedule offered by the bidder | | |
| 12 | Copy of Professional Tax Certificate of current year | | |
| 13 | Copy of chamber & commerce industries certificate of current year. | | |
| 14 | Registration with SBR | | |
| 15 | Original Technical Broacher | | |
| 16 | Tenders shall submit guarantee letter that the supplied Required items (Non-Drug) is the original/ brand new product/ latest model non of the part is replaced , old or refurbished. | | |
| 17 | Original technical brochure of Equipments | | |
| 18 | Certification FDA/ CE Mark if applicable | | |
| 19 | The Bidder/Manufacturer will submit an affidavit on legal stamp paper of Rs. 50/- of draft of intergrity pact. | | |
| 20 | The Bidder/Manufacturer will submit an undertaken on legal stamp paper of Rs. 50/- that he bound / give the Warranty period of two years starting from date of full functional commissioning delivery by the Supplier to the end users | | |
| 21 | Samples of Each Quoted Items must be provided by the bidder. | | |


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 Director
 For
 PUC
 Hyderabad (South)

(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.

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 7 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:

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- i. the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- ii. The terms and conditions of the Contract and;
- iii. Anything affecting the crucial or deciding factors in the evaluation of the proposals / tenders and / or selection of successful bidder..

31. NOTIFICATION OF AWARD

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

32. SIGNING OF CONTRACT

32.1 While conveying acceptance of bid to the successful bidder, the Purchaser will send him / her 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 Non-Drug Items 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 Director General Health Services Sindh Hyderabad.
 - (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
 - (i) "Day" means official working day excluding national holidays.

2. APPLICATION

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

3. STANDARDS

- 3.1 The 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.

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 Dr. 
 Director General Health Services
 Sindh Hyderabad

4.2 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) on completion of the Supplier's performance under the Contract.

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

5. PATENT RIGHTS

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

6. ENSURING STORAGE ARRANGEMENTS

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

7. INSPECTIONS

7.1 The Purchaser or its representative shall have the right to inspect 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

09.1 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 & procurement order. (Distribution plan All Districts of Sindh Province). Any expenses during the supply i.e octri etc will be borne by suppliers/ Bidders.

9.2 The goods shall be supplied on "Delivered Duty-Paid (DDP)" basis at the Provincial Coordinator National Program for FP & PHC PPIU 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.

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.

11. WARRANTY

12.1 Warranty period shall be of two years starting from date of full functional commissioning delivery by the Supplier to the Purchaser/end users.

12.2 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

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

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

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

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.


Dr. J. K. Das
Director
Name of the Supplier For
Purchase of ...
Hyderabad (India)

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 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.

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.


Dr. Jahangir Das
President, Health Department
National Health Authority For
Family Health & PHC
Government of Sindh
Hyderabad (Sindh)

C: Invitation for Bids

SAY NO CORRUPTION

Ph: 022-9201558-60 Fax: 022-9201559

Email: ppiusindhlpw@gmail.com

OFFICE OF THE PROVINCIAL COORDINATOR, NATIONAL PROGRAMME
FOR FAMILY PLANNING AND PRIMARY HEALTH CARE,
BANGLOW No: 122-B, UNIT NO# 03, LATIFABAD,
HYDERABAD SINDH



INVITATION OF BIDS.

Sealed tender are invited from Manufacturer/Distributor/Supplier/ importer having good reputation and sound financial position for procurement of Non-Drug items for the year 2016-2017 in "Single Stage – Two Envelope procedures". As per SPPRA Rule 46(2).

A complete set of blank tender Document can be purchased from the office of the undersigned, Additional Secretary (PM& I cell) Health Department, Karachi and Director General Health Services Sindh @ Hyderabad on submission of application along with the photo copy of Income Tax, Sale Tax Registration Certificate upon cash payment of non refundable below mentioned fee in each Tender enquiry from 11-01-2017 to 10-02-2017.

| S.# | Description | Tender Fee | Call Deposit of quoted items |
|-----|---|------------|------------------------------|
| 1 | Thermometer, LHW kit Bag, Health House Board, White Board, Pencil Torch, Scissors, BP Apparatus with Stethoscope, Baby Weighing Scale | Rs.2000 | 2% |

The firms are required to deposit their sealed tenders' documents/Bids (technical & financial) in the office of the undersigned on 11-02-2017 by 10.00 A.M Sharp. The Technical Bids/ will be opened at 12:00 Noon on the same day before procurement

In case of Public Holiday, the Bids Shall be submitted and opened on the next working day.

The Bidder Purchase Tender foam for each Item.

The Chairman Purchase committee reserves the right to accept/ reject any all bids subject to provision of relevant clause of SPPRA Rules 2010.

Dr Jai Ram Das
Provincial Coordinator
National Program for FP & PHC
PPIU Sindh @ Hyderabad


Dr. Jai Ram Das
Provincial Coordinator
National Program for
Family Planning & PHC
Government of Sindh
Hyderabad (Sindh)

D: Special Conditions of Contract (SCC)

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g) The purchaser is the Provincial coordinator, National Program for Family Planning and primary Health Care 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 @ 2% fixed In the shape of Bank Draft / Pay Order / Call Deposit / Bank guarantee in the name of the Provincial coordinator, National Program for Family Planning and primary Health Care Sindh @ Hyderabad. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance Guarantee equal to 5% of the Contract amount that will remain with the Director General Health Services Sindh Hyderabad till satisfactory completion of the Contract period. In case of unsuccessful bidders, the Bid Security will be returned as soon as possible.

3. PERFORMANCE GUARANTEE/SECURITY (ITB CLAUSE 33)

ITB Clause 33.1 After signing of Contract, the successful Bidder shall furnish the Performance Guarantee/Security on legal stamp paper equivalent to 2% 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 office of the Provincial coordinator, National Program for Family Planning and primary Health Care 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 Non-Drug of the DPIU's for verification duly completed in all respects:

- i. Original copies of Delivery Note (Challan) (in duplicate) showing item's description, manufacturing and quantity.


Deputy Director
National Program for
Family Planning and
Health Care
Sindh
Hyderabad (Sindh)

- ii. Original copies of the Supplier's invoices (in duplicate) showing warranty, item's description, manufacturing and 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 the Districts 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 ***Warranty periods shall be of two years starting from date of full functional commissioning delivery by the Supplier to the Purchaser.***

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.

Dr. M. A. Das
Principal Director
National Institute For
Health Services (NIHS)
Gulshan-e-Iqbal
Hyderabad (Sindh)

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:

Office of The Provincial Coordinator, National Programme For Family Planning and Primary Health Care, Banglow No.122-B Unit No#03 Latifabad, Hyderabad Sindh

Supplier's address for notice purposes:


Dag
Director
For
FIC
Hyderabad, Sindh

E: Schedule of Requirements

1. SCHEDULE OF REQUIREMENTS

The entire quantity of the ordered supplies shall be delivered within 20 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.


Dr. J. S. Srinivas
Secretary
Public Procurement
Commission
Mysore (Karnataka)

F: Technical Specifications Items

| S.# | Technical specifications Of Non-Drug Items |
|-----|--|
| 1 | Thermometer : (Flat type) |
| 2 | LHW kit Bag: Size: 15.5" X 07.75" X10" (LxWxH) tin preprinted Japanese Sheet 28 Gauge fitted with Grey Canvass cloth, Lock, Zip and shoulder strip. |
| 3 | Health House Board: Iron sheet 28 gauge printed as sample attached (Urdu & Sindhi) as per supply order. Length- 3 ft , Width- 2ft , frame wood partial thickness 1 Inch Width- 1.5(inches) |
| 4 | White Board: Length- 48.5(Inch), Width- 32 (Inch), Thickness-0.75(inch) Made of chipboard, white Formica with Aluminum frame & two Hanging Hooks. |
| 5 | Pencil Torch: (steel Body with two cell of 1.5 volts) |
| 6 | Scissors: (170mm B/B stainless Steel) |
| 7 | BP Apparatus with Stethoscope: BP Apparatus: Sphygmomanometer, aneroid, Adult Cuff arm fixing method to allow ease of use, ease of cleaning and low attraction of dirt; Washable size adjustable cuff (one size fits all). Pressure gauge to allow reading of pressure to 2mmHg accuracy Maximum pressure to be at least 300mmHg Gauge body to allow recalibration of readings, yet in normal operation be sealed and secure (Imported) Stethoscope: Binaural unit, Adult. Double stent chest piece. Plain spring non-folding frame. Plastic ear tips. Vinyl stethoscope tubing. Combined bell and diaphragm (Imported) CE/FDA approved & ISO certified |
| 8 | Baby Weighing Scale: Scale Material : Matel, Tary Material: poly Cotton, Feature: Eco-Friendly, Scale Dia Showing: KG/LB, Capacity: 25kg CE/FDA approved & ISO certified |


 Director General
 National Institute of Health
 Islamabad
 Government of Punjab
 Hyderabad, Sindh

| | |
|-------------|---------------------------|
| Back Ground | Gray |
| Margin | White |
| Write up | Black |
| Monogram | Original Color & Material |

2 x 3 Metal Sheet Of Gauge
Wooden Frame 1 1/2

نیشنل پروگرام برائے

3 INCH

13 INCH



12 INCH

1.5 INCH

خاندانی منصوبہ بندی اور بنیادی صحت

3 INCH

19 INCH

1.5 INCH

1.5 INCH

ہیلتھ ہاؤس

----- عطر / گاؤں

----- مختلفہ مرکز صحت

لیڈی ہیلتھ ورکر کا کوڈ نمبر

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

1.5 INCH

1.5 INCH

1.5 INCH | لیڈی ہیلتھ ورکر کا کوڈ نمبر

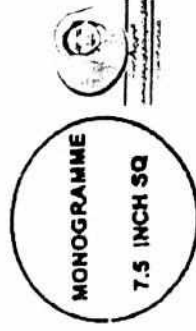
7.5 INCH

1.5 INCH | عطر / گاؤں

3 INCH

1.5 INCH | مختلفہ مرکز صحت

4.5 IN



ہیلتھ ہاؤس

7.5 INCH

21 INCH



3. CONTRACT FORM

THIS CONTRACT is made at _____ on _____ day of _____ 2017,
Between The Provincial Coordinator, National Programme For Family Planning and Primary
Health Care, Banglow No.122-B Unit No#03 Latifabad, Hyderabad Sindh

(hereinafter referred to as the "Purchaser") of the First Part; and M/s (firm name) a firm
registered under the laws of Pakistan and having its registered office at (address of the
firm) (hereinafter called the "Supplier") of the Second Part (hereinafter also referred to
individually as "Party" and collectively as the "Parties").

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are
respectively assigned to them in the General Conditions of this Contract
hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as
an integral part of this Contract, viz:
 - a. the Price Schedule submitted by the Bidder,
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract;
 - f. the Purchaser's Notification of Award; and
 - g. the Purchase Order
3. In consideration of the payments to be made by the Purchaser to the Supplier/
Manufacturer as hereinafter mentioned, the Supplier/Manufacturer hereby
covenants with the Purchaser to provide the goods namely and to remedy defects
therein in conformity in all respects with the provisions of this Contract or make
replacement of defective goods, as the case may be, without any additional
charge, to the satisfaction of the Purchaser.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the
provision of the Goods and Services and the remedying of defects therein, the
Contract Price or such other sum as may become payable under the provisions of
this Contract at the time and in the manner prescribed herein by this Contract.
5. [The Seller / Supplier] hereby declares that it has not obtained or induced the
procurement of any Contract, right, interest, privilege or other obligation or
benefit from Government of Sindh or any agency thereof or any other entity
owned or controlled by it (GoS) through any corrupt business practice.



The Provincial Coordinator,
National Programme For Family Planning and Primary
Health Care,
Banglow No.122-B Unit No#03 Latifabad, Hyderabad Sindh

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 caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed / Sealed by the Manufacturer /
Authorized Supplier / Authorized Agent

Signed / Sealed by Purchaser

WITNESS

1. _____

1. _____

2. _____

2. _____

Dr. _____
Secretary
Health Department
Government of Sindh
Hyderabad (Sindh)



2. **PRICE SCHEDULE IN PAK RUPEES**

Name of Bidder _____

| S.No | Name of Non-Drug Items | Quantity | Unit Price (Pak Rs.) | Total Cost (Pak Rs.) |
|------|-------------------------------|----------|-------------------------|-------------------------|
| 1 | Thermometer | | | |
| 2 | LHW kit Bag | | | |
| 3 | Health House Board | | | |
| 4 | White Board | | | |
| 5 | Pencil Torch | | | |
| 6 | Scissors | | | |
| 7 | BP Apparatus with Stethoscope | | | |
| 8 | Baby Weighing Scale | | | |


Dr. [Signature] [Faint text]
[Faint text]
[Faint text]
[Faint text]
[Faint text]
[Faint text]

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 above said instructions must be read carefully for compliance; else the offer will be ignored. |
| 3 | Department reserves the right to ask and verify any document from the participants related with Manufacturer / Importer of item, to assess the quality. |
| 4 | All the Bid documents should be submitted page wise, any missing of papers will not be responsible of procurement authority |
| 5 | The quantity of items will be increased or decreased subject to the release of funds |
| 6 | Shortfall of any document given under evaluation criteria shall render the Bidding firm ineligible for competition |

Provincial Coordinator
National Program for FP & PHC
Sindh@ Hyderabad


Dr. J. K. Das
Provincial Coordinator
National Program for FP & PHC
Sindh@ Hyderabad
Hyderabad (Sindh)

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 a consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.


[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] 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 PA.

[Procuring Agency]

[Supplier /Contractor/Consultant]


Dr. _____
Secretary
Public Procurement
Commission
Government of Sindh
Hyderabad (Sindh)

**ANNUAL PROCUREMENT PLAN FOR NON-DRUG ITEMS OF NATIONAL PROGRAM FP & PHC SINDH @
HYDERABAD FOR THE YEAR 2016-2017**

| S.No | Name of Procurement | Estimated Cost | Procurement Method | Tentative/Actual date of NIT | Tentative Actual closing date of NIT | Tentative/Actual date of award of Contract | Tentative/deadline /Actual date of Execution | Remarks |
|------|-------------------------------|----------------|---|--|--------------------------------------|--|--|---------|
| 1 | Procurement of Non-Drug Items | 30.7 (M) | Single Stage- Two Envelope Procedures | 3rd Week of January 2017 from date of appear Tender/NIT in the News Paper | 1st Week of February 2017 | Last Week of February 2017 | JUNE 2017 | |


Dr Jai Ram Das

Provincial Coordinator
National Program for FP & PHC
PPIU Sindh @ Hyderabad

