

Tender Documents

for

Procurement of HIV SD Bioline Testing Kits (WHO Recommended)

**ENHANCED HIV/AIDS CONTROL PROGRAM**

**HEALTH DEPARTMENT, GOVERNMENT OF SINDH**

**TENDER DOCUMENT FOR PROCUREMENT OF**

**HIV/AIDS SCREENING TEST KITS**

**(WHO Recommended)**

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| **Introduction** | |
| **Name of Borrower** | Government of Sindh |
| **Name of Project** | Enhanced HIV/AIDS Control Program, Govt. of Sindh |
| **Name of Procurement Agency** | Provincial Program Manager Enhanced HIV/AIDS Control Program.  Barrack NO. 12, Sindh Secretariat No. 4-A, Saddar Town, Karachi  Ph: 92-21-99213892, 99213893 Fax: 92-21-99213891  Email: [info.sacp@gmail.com](mailto:info.sacp@gmail.com) |
| **Language of the Bid** | English |
| **Name of Contract** | **HIV/AIDS SCREENING TEST KITS (WHO Recommended)** |
| **Bid Price & Currency** | |
| **The Price Quoted shall be** | The price quoted shall be in Pak Rupees at the delivery location specified in the schedule of requirement. |
| **Bid Validity Period** | 90 days |
| **Preparation & Submission of Bids** | |
| **Qualification requirements** | Interested Parties Firms/Organization registered having relevant experience may send their proposal which should include the following information.   1. A Cover Page, indicating nature of work with full contact details. Mailing address, Cell, Fax and Email. 2. The letter should be duly signed by the Head of the Firm/Organization. 3. Copy of manufacture license / Authorized Letter 4. Copy of import license in case of imported kits quoted. 5. Financial management. 6. National Tax No. / Sales Tax Registration No. |
| **Number of copies** | One original & two Copies of the proposal |
| **Address for proposals submission** | Provincial Program Manager; Enhanced HIV/AIDS Control Program.  Barrack No. 12, Sindh Secretariat No. 4-A, Saddar Town, Karachi  Ph:92-21-99213892, 99213893 Fax:92-21-99213891  Email: [info.sacp@gmail.com](mailto:info.sacp@gmail.com) |
| **Last Date of Tender submission** | 9th February 2017  01:00 pm |
| **Opening of Proposals** | 9th February 2017 at 02:00 pm in the office of the,  Provincial Program Manager, Enhanced HIV/AIDS Control Program,  Barrack No.12, Sindh Secretariat No. 4-A, Saddar Town, Karachi |
| **Bid Earnest Money** | 2% of bid security of total proposed bid amount calculated as per prescribed  minimum quantity shall be submitted along with proposal in shape of pay order  /demand draft in favor of:  Provincial Program Manager; Enhanced HIV/AIDS Control Program, Sindh |
| **Bid Evaluation** | |
| **Evaluation of Proposals** | Proposals will be evaluated in the office of Provincial Program  Manager, Enhanced HIV/AIDS Control Program, Karachi within  seven days of receiving the proposals on the criteria based on the  above requirements |
| **Rules 2010 (SPPRA)** | Sindh Public Procurement Regulatory Authority Act 2009 and  Sindh Public Procurement Rules 2010. |
| **Bid Evaluation Committee** | Notified by Government of Sindh will Evaluate /select the best and lowest  Bid / Proposal as per provision of Sindh Public Procurement Rules 2010. |
| **Mode of Evaluation** | Single Stage – One Envelope Procedure. |
| **Contract Award** | |
| **Notification of Award** | Prior to expiry of the Bid Validity, the purchaser will notify that successful bidder in writing about the acceptance of the offer by hand or by registered letter. The notification of award will constitute the formation of the contract. |
| **Award of the Contract & Contract Agreement** | Subject to the fulfillment of all Codal formalities, the Purchaser will award the contract the successful Bidder whose bid has been determined to be qualified to perform the contract satisfactory. Both the parties i.e. the purchaser and the supplier will sign the contract agreement on the stamp paper with stamp duties as per prevailing Government rules the expenditure on the said contract agreement will be borne by the supplier. |
| **Date of Completion** | The successful bidder will have to supply / complete whole task /assignment within Fifteen (15) days time from the date of issuance of work order/supply order. |
| **WHO Recommended List** | The list can be downloaded from the following link:  **http://www.who.int/diagnostics\_laboratory/evaluations/PQ\_list/en/** |

**Terms & Conditions:**

* 1. Tender shall be submitted with all documents in sealed envelope with sealing wax. The envelope must contain tender inquiry No on the top of manufacturer and supplier should be affixed on the face of envelope at the Left side.
  2. Tender must be filled in with Blue or Black ink in the column provided/ on separate letterhead duly signed. No tender will be accepted after closing of the tender box, what so ever reason may be.
  3. The tenderers are required to comply with all the clauses mentioned in the terms & conditions of the tender documents and any deviation will forbid them for competing in the tender. The supply of the equipment shall be in conformity with the recommended specifications.
  4. The tender must be free erasing, cutting and over writing in case of easing, cutting and over writing authorized person should initial it.
  5. The rate of each item should be written in figure as well as in words. Arithmetical errors will be rectified on the basis if there is discrepancy between the unit price and the total price is obtained by multiplying the unit price and the quantity, the unit price shall prevail and total shall be corrected. In case of discrepancy the price in words will be taken as authenticated and final.
  6. Conditional tenders will be ignored and will not be considered/entertained/accepted.
  7. The tenders shall be accompanied by Bid Security / Earnest money @ 2 % of the total Bid Price in the form of call deposit/pay order/otherwise the tender will not be entertained.
  8. The tendered rate should be inclusive of all taxes, Income & Sale Tax etc payable to Federal & Provincial Government or Local bodies and no claim on this account shall be entertained.
  9. The tenderers shall furnish General Sales Tax (GST) Registration Certificate of the firm failing which the offer will be ignored. In case the item is exempted from G.S.T either documentary evidence or certificates from competent authority shall be attached with the offer.
  10. The Purchasers reserves the rights to accept or reject any bid, and to annual the bidding process and reject all bids at any time prior to contract award without thereby incurring any liabilities to the affected bidder or bidders, on the grounds for the Purchaser’s action.

**TECHNICAL REQUIREMENT:**

1. Original Tender receipt
2. Authority Letter from Manufacturer/Importer.
3. NTN/GST Certificate.
4. Professional Tax Certificate (From Excise & Taxation Department).
5. The bidder shall furnish an Affidavit on Non-Judicial stamp paper of Rs.100/- that the firm is not black listed in any Government Department.
6. Bidder Company Profile.
7. Bank Letter (Showing proprietorship/ownership).

**FINANCIAL REQUIREMENT:**

1. Original pay order/Bank Draft of Earnest Money.
2. Original Copy of Bid offer with quoted price.

**CRITERIA FOR EVALUATION OF BIDS:**

1. QUOTED PRICES.
2. AUTHORITY LETTER FROM MANUFACTURER/SOLE AGENT, SUB-AUTHORIZATION LETTER FROM SOLE AGENT IN PAKISTAN
3. N.B. DEPARTMENT’S RESERVE THE RIGHTS TO ASK AND VERIFY ANY DOCUMENTS RELATED WITH MANUFACTURING OF ITEMS, TO ASSESS THE QUALITY.

**OTHER DIRECTIONS:**

1. The income tax / GST will be deduction according to the rules of Government of Pakistan.
   1. **Definition:**

1.1 The purchaser is: Provincial Program Manager, Enhanced HIV/AIDS Control Program, Health Department, Government of Sindh.

1.2 The Purchaser’s Country is: Islamic Republic of Pakistan

1.3 The Program Site is: Program Implementation Unit, Enhanced HIV/AIDS Control Program, Barrack No. 12, Sindh Secretariat No. 4-A, Saddar Town, Karachi Ph: 92-21- 99213892, 99213893 Fax: - 92-21-99213891

* 1. **Performance Security**:
  2. The performance security shall be: 10% in shape of Demand Draft or Pay Order from any schedule Bank of Pakistan. No change shall be entertained in contract agreement.
  3. Validity of performance security will be 90 days beyond the date of completion of contract.

3. **Packing:**

3.1 The bidder shall deliver the goods at the destination in scratch less condition with all the manufacturer supplied accessories along with irremovable stamp, “GOVT PROPERTY NOT FOR SALE” on every packaging.

4. **Delivery & Document:**

4.1 Upon Delivery Challan, the supplier shall notify to the Purchaser the full details of the goods, including contact number, description of Stores with quantity.

i) The copies of supplier’s invoice showing equipment description, quantity, unit price and total amount.

ii) Copies of the packing list identifying contents of each items.

iii) Inspection report issued by the nominated Inspection Authority.

iv) Country of origin.

1. **Warranty** (where applicable)**:**

5.1 In partial modification of the provisions, the warranty period shall be One years from date of acceptance and operational of the equipments/items. The supplier shall in addition, comply with the performance and / or consumption guarantees specified under the contract. If, for reasons attribute to the supplier, these guarantees are not attained in whole or in part, the supplier shall at its discretion, either.

(a) Make such changes, modifications and / or additions to the equipment /items or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance condition of the contract.

(b) The period of correction of defects in the warranty period is 90 Ninety days.

1. **Payment Mode:**

-The method and condition of payment to be made to the supplier under this contract shall be as follows:-

-Payment against supplied goods.

-Payment shall be made in Pak Rupees in the following manner.

-On 100% Delivery, Full payment of the contract price of the deliveries and received Challan shall be provided by the bidders to the Procuring Agency. The Procuring Agency payment shall be made within 15 fifteen days of submission of Delivery Challan to the Purchaser.

-The Income Tax shall be deducted as per prevailing Government rules.

1. **Prices:**
   1. Prices shall be: Fixed
2. **Liquidated Damages:**

8.1 Applicable rate: Applicable rates shall not exceed on half (0.5) % per week and the maximum shall not exceed 5% of the contract price.

1. **Resolution of Disputes:**

9.1 To resolve the disputes the Sindh Public Procurement Rules 2010 will be followed.

1. **Governing Language:**

10.1 The Governing language shall be: English

1. **Applicable Law:**

11.1 The contract shall be interpreted in accordance with the applicable laws of Islamic Republic of Pakistan.

1. **Inspection and Tests:**

12.1 Inspection and tests prior to shipment of goods etc and at final acceptance are as follows:

The Purchaser or its representative shall have the right to inspect and or to test the goods at the destination to confirm their conformity to the contract specifications at no extra cost to the purchaser.

1. **Expiry:**
   1. The expiry period of the kits should be atleast One Year from the date of supply of Kits to stores otherwise the payment will not be disbursed until replacement of the stock.

1. **Notices:**

14.1 Purchaser’s address for notice purposes:

* + Provincial Program Manager,
  + Enhanced HIV/AIDS Control Program
  + Barrack No. 12, Sindh Secretariat No. 4-A, Saddar Town, Karachi
  + Ph: - 92-21- 99213892, 99213893 Fax: - 92-21-99213891
  + Email: [info.sacp@gmail.com](mailto:info.sacp@gmail.com)

14.2 Supplier’s address for notice purposes: (to be provided by supplier)

**Schedule for the Procurement of**

**HIV/AIDS Screening Kits (WHO Recommended)**

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| --- | --- | --- | --- | --- | --- |
| **S. #** | **Category** | **Specification** | **Quantity** | **Rate**  **(Pak Rs.)** | **Total Amount**  **(Pak Rs.)** |
| 02 | HIV/AIDS Rapid Testing Kit  (WHO Recommended) | HIV SD Bioline –Standard Diagnostics INC (25 test/Kits) or equivalent. | 500 Kits |  |  |

I/We solemnly declare that information furnished by me/us is correct to the best of my/our knowledge and found incorrect our contract will be liable to be terminated.

SIGNATURE OF THE CONTRACTOR WITH NAME & STAMP

NAME/FULL ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GST NO\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NTN NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CELL NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LANDLINE NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_