**Technical Proposals**

**OFFICE OF THE**

**DIRECTORATE OF MALARIA CONTROL**

**PROGRAMME SINDH HYDERABAD**

**@ DIRECTORATE GENERAL HEALTH SERVICES SINDH HYDERABAD**

**BIDDING DOCUMENTS FOR PROCUREMENT**

**OF LABORTARY EQUIPMENT**

**FOR THE FINANCIAL YEAR 2016-17**

**DATE & TIME RECEIPT OF TENDER : 29.03.2017 11.00 A.M**

**DATE & TIME OF OPENING TENDER : 29.03.2017 12.00 Noon**

**Tender Issued to M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INTRODUCTION**

1. **SOURCE OF FUND**

1.1 The Government of Sindh has allocated funds for procurement of Machinery/Equipment for Sindh Province.

2. **ELIGIBLE BIDDERS**

2.1 This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents/Importers/Suppliers/ Distributors of National and Multinational.

a) In the case of foreign Manufacturers, they shall offer the product Certified by the ISO-CE-FDA;

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.

3. **ELIGIBLE GOODS**

3.1 Offered goods should be registered with the Ministry of Health, Government of Pakistan.

3.2 Goods should be packed and transported in a material that meets international standards.

3.3 Goods should be transported from the manufacture to the consignee’s end strictly in compliance with the standard rules and regulations relating to the transportation and maintenance.

**THE BIDDING PROCEDURE**

4. Single Stage – Two Envelopes Bidding Procedure.

4.1 Single stage - two envelopes bidding procedure shall be applied:

4.2 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the technical proposal and the financial proposal.

4.3 The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.

4.4 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.

4.5 The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Purchaser without being opened.

4.6 The Purchaser shall evaluate the technical proposal, without reference to the financial proposal and reject any proposal which does not conform to the specified requirements.

4.7 The financial proposal of bids shall be opened in the presence of bidders qualifying in technical evaluation at time, date and venue to be announced / communicated in advance.

4.8 Financial proposal of the bids failing to qualify in the technical evaluation will be returned to the bidders un-opened.

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);

1. Special Conditions of Contract (SCC);
2. Schedule of Requirements;
3. Technical Specifications;
4. Contract Form;
5. Manufacturer's Authorization Form;
6. Performance Guarantee Form;
7. Bid Form; and
8. 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 Machinery/Equipment as per WHO recommendation/equivalent.

(d) Bid Security.

(e) Copy of valid Authority from/Manufacturer.

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.

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 Government 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) In case of Supplier/Agent/Importer/Distributors shall have to produce letter of authorization from the Manufacturer.

(ii) National Tax Number (NTN) and General Sales Tax Number (if applicable).

(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 brand names of the Machine/Equipments approved for which it has quoted rates in the financial proposal.

(v) The Bidder must indicate the registration number, Brand name, name of the Manufacturer, production capacity, necessary assurance of quality production, Good Manufacturing Practices (GMPs), and the cadre-wise number of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plant.

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, 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’s or expiry of the validity. 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 90 days after date of issue of contract.

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. Directorate of Malaria Control Programme Sindh Hyderabad, and a statement: "DO NOT OPEN- BEFORE," to be completed within the time and date specified in the Tender Notice.

15.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Purchaser to return the bid unopened in case it is declared as "non-responsive" or "late" as the case may be.

15.4 If the outer and the inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

16. **DEADLINE FOR SUBMISSION OF BIDS**

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

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

17. **LATE BID**

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

18. **WITHDRAWAL OF BIDS**

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

**OPENING AND EVALUATION OF BIDS**

19. **OPENING OF BIDS BY THE PURCHASER**

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

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

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

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

20. **CLARIFICATION OF BIDS**

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

21. **PRELIMINARY EXAMINATION**

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

21.2 Arithmetical errors in a financial bid will be rectified in the following manner:

(i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.

(ii) If there is a discrepancy between words and figures, the amount in words will prevail.

(iii) If the Bidder/Supplier does not accept the correction of the errors, its bid will be rejected.

21.3 The Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if in their view, it does not constitute some material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder.

21.4 If a bid is found substantially non-responsive, it will be rejected by the Purchaser. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity / discrepancy.

22. **EVALUATION & COMPARISON OF BIDS**

22.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive.

22.2 The technical proposals/bids will be evaluated on the basis of prescribe Evaluation criteria in the 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.

23.2 No Evaluation will be done (if applicable) the product is not WHO recommended/equivalent. Financial bid will not be opened.

23.3 Manufacture’s certificate of product must be respective Government otherwise offer will be rejected/ignored.

1. **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 ITB clause 08, 11 & 15 |  |  |
| 3 | Photocopies of Pay orders/Earnest money  (amount must be hidden) |  |  |
| 4 | Proof of financial soundness Bank Certificate(s) |  |  |
| 5 | Proven Track Record |  |  |
| 6 | Proof of financial soundness certificate from schedule Bank about 10 (M) Last 03 years |  |  |
| 7 | Bank Statement last 03 years |  |  |
| 8 | Audit Reports of three years |  |  |
| 9 | Proof of General Sales Tax paid during the last three years |  |  |
| 10 | Income Tax paid during the last three years |  |  |
| 11 | Professional Tax Certificate |  |  |
| 12 | Registration/Membership Chamber & commerce |  |  |

(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.

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. **ANNOUNCEMENT OF EVALUATION REPORT**

* 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**

**SPECIAL CONDITIONS**

1. Store is required immediately; the tenders may how ever give their short guaranteed delivery period by which the supply will be complete positively. No extension will be granted/ accorded for the supply of initial quantity.
2. Tenders are required to specify make, country of origin and furnished detailed technical Description.
3. The bidders shall quote their firms and final price both in figure and words on free delivery on supplier’s end.
4. No manufacture shall authorized their distributor/ agent/ any firm or person to quoted same item which manufacturer is quoting itself in any tender. Failing that offers of both the manufacturer as well as other bidder shall be ignored.
5. Distributor once nominated by the manufacturer will be for the whole contract period and manufacturer cannot change is distributor during the year in any case the tendering authority may approve changes.
6. The suppliers shall furnish the certificate from the manufacturer on who’s behalf they are participating to the effect that in case of the machinery supplied declared substandard the participating firm as well as the manufacturer are equally responsible for legal consequences under purchase rules envisaging debasing. Purchase of risk and cost and block-listing.
7. Tenders shall purchase separate tender documents and furnish purchase receipt for each alternate offer in case they want to submit alternate offer for any item. All the bid with alternate offers without separate purchases receipt (Original) are suppose to be rejected. Also choice to select/ ignore any their alternate offers shall rest with the purchaser.
8. The bidder shall confirm the refund of cost difference if the same goods is / was supplied at lower rates to any other Government/ Semi Government institution of Armed forces in the Province or outside in the same fiscal year.

26. **NOTIFICATION OF AWARD**

26.1 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.

26.2 The notification of award will constitute the formation of the contract.

27. **SIGNING OF CONTRACT**

27.1 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.

27.2 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.

28. **AWARD OF CONTRACT & CONTRACT AGREEMENT.**

Subject to the fulfillment of all local formalities, the Purchaser will award

the contract to successful Bidder’s who bid has been determined to be qualified to perform the contract satisfactory.

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

Signature of Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_