



**Enhanced HIV/AIDS Control Program
Health Department, Government of Sindh**

Bidding Documents

For

**Procurement of
“Drugs & Medicines”**

FY-2017-18

PART ONE

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

Price Rs. 500/-

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Part One - Section I.

Instructions to Bidders

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Instructions to Bidders

A. Introduction

<p>1. Source of Funds</p>	<p>1.1 The Enhanced HIV/AIDS Control Program Sindh, hereinafter referred as “procuring agency - PA” has received funds under (ADP) from the Government of Sindh towards the cost of the plan and it is intended that a part of these funds will be applied to eligible payments under the contract for which these bidding documents are issued.</p>
<p>2. Eligible Bidders</p>	<p>2.1 This Invitation for Bids is open to all original manufacturers within Pakistan and abroad and their authorized agents / importers / suppliers from eligible source as defined in the SPP Rules, 2010 except as provided hereinafter.</p> <p>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the PA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.</p> <p>2.4 A bidder shall not have a conflict of interest. All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if they;</p> <ul style="list-style-type: none"> (a) have controlling shareholders in common; or (b) receive or have received any direct or indirect subsidy from any of them; or (c) have the same legal representative for purposes of this Bid; or (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or (e) submit more than one bid in this bidding process, except for alternative officers if permitted.

<p>3. Eligible Goods and Services</p>	<p>2.5 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1</p> <p>2.6 The agent / supplier / importer who intends to bid must possess <u>valid authorization from the manufacturer and shall have to submit that authorization and a copy of memorandum of association / partnership deed register with the registrar of the companies.</u> However, in case of manufacturer, they should have a documentary proof (Valid drug sale licence and certificate of registration of the item for which he/she is bidding) to the effect that they are the original manufacturers of the required specification of drugs / medicine / items.</p> <p>2.7 The bidders should have operational office(s) in Pakistan and possess financial sustainability to meet timely supply of Goods.</p> <p>2.8 Bidders shall provide such evidence of their continue eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules 2010 and Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced.</p> <p>3.3 The goods manufactured by the bidder or authorized by manufacturer, or their Authorized Agents/Importers/Suppliers to the bidder. The goods without original manufacturer authorization or their Authorized Agents/Importers/Suppliers shall not be entertained.</p> <p>3.4 Goods should be of the current production/ model/ series.</p> <p>3.5 Goods should be suitable for continuous operation in tropical climate.</p> <p>3.6 Goods should be from the manufacturer’s own standard range of production suitable for Pakistani conditions especially for Sindh Province.</p> <p>3.7 Goods must comply with the international rules of safety quality and standard.</p> <p>3.8 Goods should be packed and transported in a material that meets international standards;</p>
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	<p>(k) Manufacturer's Authorization Form</p> <p>5.2 The "Invitation for Bids" does not form a part of the Bidding Documents and is included as a reference only.</p> <p>5.3 The Bidder is required to examine all instructions, forms, terms, and specifications in the bidding documents. <u>Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and shall result in the rejection of its bid.</u></p> <p>5.4 In case of discrepancies between the Invitation for Bids (IFB) / Tender Notice and the Bidding Documents listed in 5.1 above, the Bidding Documents shall take precedence.</p>
6. Clarification of Bidding Documents	<p>6.1 Any interested Bidder requiring any clarification of the bidding documents may notify the PA in writing at the address indicated in data sheet. The PA will respond in writing to any request for clarification of the bidding documents which it receives not later than <u>Five (05) working days</u> prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. <i>Written copies of the PA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.</i></p>
7. Amendment of Bidding Documents	<p>7.1 At any time prior to the deadline for submission of bids, the PA, for any reason, whether at its own initiative or in response to a clarification requested by any interested Bidder, may modify the bidding documents by amendment.</p> <p>7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.</p> <p>7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the PA, at its discretion, may extend the deadline for the submission of bids.</p>
	<p style="text-align: center;">C. Preparation of Bids</p>
8. Language of Bid	<p>8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the PA shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>
9. Documents Comprising the Bid	<p>9.1 The bid prepared by the Bidder shall comprise the following components:</p>

	<p>(a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;</p> <p>(b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;</p> <p>(c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and</p> <p>(d) Bid security furnished in accordance with ITB Clause 15.</p>
10. Bid Form	<p>10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. (In case of incomplete information the bid shall be considered as <u>NON-RESPONSIVE</u>.)</p>
11. Bid Prices	<p>11.1 The Bidder shall indicate on the annexed Price Schedule, the unit prices and total bid price of the goods it proposes to supply under the contract.</p> <p>11.2 Form of price schedule is to be filled in very carefully, preferably typed. Any alteration/ correction must be initialled. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red/yellow marker.</p> <p>11.3 The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of price schedule and technical specifications. <u>The specifications of goods, different from the demand of enquiry, shall be resulted in straightway rejection of Bid.</u></p> <p>11.4 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices and must include General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered quoted prices shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST or other taxes / duties shall be passed on to the purchaser. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.</p> <p>11.5 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightway be rejected. <u>Conditional offer shall also be considered as non-responsive bid.</u></p> <p>11.6 While tendering your quotation, the current trend / inflation in the rate of goods and services in the market should be kept in mind. No</p>

	<p>request for increase in prices due to market fluctuation in the cost of goods and services shall be entertained.</p>
12. Bid Currencies	<p>12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.</p>
13. Documents Establishing Bidder's Eligibility and Qualification	<p>13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the PA's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible bidder as defined under ITB Clause 2.</p> <p>13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the PA's satisfaction:</p> <ul style="list-style-type: none"> (a) That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer; <u>Original authorization letter must be submitted with Bid in case of failure the Bid will be considered as Non-Responsive.</u> (b) National Tax Number (NTN) and General Sales Tax Number certificates along with recent audit reports and annual returns of each of these Taxes paid will have to be provided by each Bidder as documentary proof of being a tax payer and having a sound financial status; (c) The Bidder must indicate the model number / cat number, country of origin, name of the Manufacturer. (d) The bidder / manufacturer shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any ground by any government (Federal / Provincial / District), a local body or a public sector organization. On account of submission of false statement, the bidder shall be debarred from the bid and shall be dealt with according to SPP rules. (e) The bidder should have minimum years of experience in the market as given in Bid Data Sheet. Similarly it is mandatory that the item to be quoted by the bidder / manufacturer should have availability in the market minimum period shown on Bid Data Sheet for which documentary evidence is required to be submitted by the bidder. Besides that the bidder should have to submit mandatory a <u>"Good Standing"</u> certificate regarding satisfactory performance of supply contract issued by a purchaser relating to public sector government entity or PA.

<p>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</p>	<p>(f) That the Bidder has the financial, technical, and production capability necessary to perform the contract; (A profile detailing the financial, technical and production capabilities including of staff engaged and their CVs must be annexed with bid,</p> <p>(g) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. All the necessary equipment must be calibrated and validated. In case of imported medical equipment, the profile / credentials of the foreign manufacturer, duly verified by the Pakistan Trade Mission / Consulate in the respective foreign country, shall be provided along with bid.</p> <p>(h) In case of drugs / medicines and medical equipment etc. for which licensing is required under any regulatory authority in Pakistan, such valid /current license must be submit along with the bid and failure whereof the Bid will be considered <u>Non-responsive</u>.</p> <p>(i) The bidder must indicate make of country of origin / manufacturing of the goods and in case of drugs / medicine / medical equipment the bidder must indicate the registration number, make of country of origin / manufacturer of the drug, capacity of production of firm, its financial status, batch capacity, <u>necessary mechanism of quality assurance and production, GMP and list of qualified technical and supervisory staff working in the production and quality control department in the manufacturing plants</u>.</p> <p>(j) That, in the case of a Bidder not doing business within the PA's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>(k) That the Bidder meets the qualification criteria listed in the Bid Data Sheet inclusive of above given documentary proof.</p> <p>14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p>
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	<p>(a) A detailed description of the essential technical and performance characteristics of the goods with support of;</p> <ol style="list-style-type: none"> i. Complete technical literature / relevant brochure of the medical equipment / item offered must be accompanied with the bid in original. Technical Catalogue / Literatures are necessarily required in support of the quoted specifications. <u>In case the accompanying literature does not support the specifications as quoted in the bid, it would be liable to rejection.</u> ii. The supplier / manufacturer will extend sales / after sales services, at their network throughout the country. The firm will specify the network spread all over the country to render such services. <p>(b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the PA; and</p> <p>(c) An item-by-item commentary on the PA's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the PA in its Technical Specifications, are intended to be descriptive only and not restrictive.</p> <p>“Submission of samples in case of drugs / medicines”</p> <p>14.5 The bidder must produce samples <u>(Number of samples may be communicated by the procuring agency)</u> of quoted products according to the strength and packing demand of enquiry. The size of sample for quoted product must be as per requirement given in the format “Sample Size” for laboratory testing, to be tested from the “Central Drug Testing Laboratory” Karachi. No bid will be considered in absence of sample(s), and in case of sub-standard results, the sample may either be retested through appellate laboratory i.e. National Institute of Health (NIH), Islamabad at the cost of bidder. However, after retesting, if again declared as of substandard quality the bid shall stand rejected.</p> <p>14.6 The representative sample(s) must be from the most recent stock, supported by valid warranty as per Drugs Act 1976 in the name of PA.</p>
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<p>15. Bid Security</p>	<p>14.7 One of portion of the sample(s), submitted above, shall be opened before the Procurement Committee for verification and same be re-sealed.</p> <p>14.8 Upon acceptance / authentication of the sample(s) by the Procurement Committee, the Drugs Inspector concerned shall take the sample(s) as per procedure laid down under the Drugs Act 1976 and get received the warrantor portion by the bidder at the spot.</p> <p>15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p> <p>15.2 The bid security is required to protect the PA against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.</p> <p>15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) An irrevocable letter of credit issued by a reputable bank located in the PA's country, in the form provided in the bidding documents or another form acceptable to the PA and valid for thirty (30) days beyond the validity of the bid; or (b) Irrevocable encashable on-demand Bank call-deposit. (c) Cheques / cash will not be accepted. (d) <u>Any arithmetic / typographical mistake regarding calculation of bid security will amount to rejection of bid straightway.</u> <p>15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the PA as nonresponsive, pursuant to ITB Clause 24.</p> <p>15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the PA pursuant to ITB Clause 16.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.</p> <p>15.7 The bid security may be forfeited:</p> <ul style="list-style-type: none"> (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (b) In the case of a successful Bidder, if the Bidder fails:
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<p>16. Period of Validity of Bids</p>	<p>(i) To sign the contract in accordance with ITB Clause 32; or (ii) To furnish performance security in accordance with ITB Clause 33.</p> <p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the PA, pursuant to ITB Clause 19. <u>A bid valid for a shorter period shall be rejected by the PA as nonresponsive.</u></p> <p>16.2 In exceptional circumstances, the PA may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.</p>
<p>17. Format and Signing of Bid</p>	<p>17.1 The Bidder shall prepare and submit its original bid along with original purchase receipt and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or person or persons duly authorized to bind the Bidder to the contract. <u>All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.</u></p> <p>17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.</p> <p>17.4 Bidders shall purchase separate tender documents and furnish original Tender Purchase Receipt and prescribed Bid Security for each alternate offer in case they want to submit alternate offer for any item. All the bids with alternate offers without separate Tender Purchase Receipt (original) and prescribed Bid Security are supposed to be rejected.</p>

	<p>21.3 No bid may be withdrawn on or after the deadline for submission of bids.</p> <p>21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.</p>
<p>22. Opening of Bids by the PA</p>	<p style="text-align: center;">E. Opening and Evaluation of Bids</p> <p>22.1 The PA will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the PA, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.</p> <p>22.5 The PA will prepare minutes of the bid opening.</p> <p>22.6 The bids having deficient bid security / earnest money will be considered non-responsive and the same shall be rejected straightway.</p>
<p>23. Clarification of Bids</p>	<p>23.1 During evaluation of the bids, the PA may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, <u>and no change in the prices or substance of the bid shall be sought, offered, or permitted.</u></p>
<p>24. Preliminary Examination</p>	<p>24.1 The PA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. 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. If the Supplier does not accept</p>

	<p>the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 The PA may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the PA will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32) and GMP practices etc. will be deemed to be a material deviation. The PA's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the PA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
25. Evaluation and Comparison of Bids	<p>25.1 The PA will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.</p> <p>25.2 The PA's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p> <p>25.3 For the purpose of comparison of bids quoted in different currencies, the price shall be covered into Pak Rupees. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan / National Bank of Pakistan on that day.</p> <p>25.4 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issuance of notice for invitation of bids.</p>
26. Qualification of firms / supplier criteria.	<p>26.1 For the purpose of determining the status of firms/supplier, facts other than prices such as previous relevant experience, guaranteed delivery period, reliability, and efficiency of material, availability of service and spare parts and creditability of dealers will be taken into consideration as mentioned in bidding documents / specification.</p>

	<p>26.2 Scope</p> <p>Local Handling and Inland Transportation: The goods will be delivered on Delivery Duty Paid (DDP) basis at the address given in Schedule of Requirement for delivery of items under contract. The seller has to bear the risk and costs, including duties, taxes and other charges of delivering the goods thereto, clear for importation.</p> <p>26.3 Technical Criteria</p> <ul style="list-style-type: none"> i. Original Tender Receipt ii. Conforming technical specifications of the product as specified in “Technical Specifications” section. iii. Fulfilment of all the tender terms & conditions. iv. Submission of valid Manufacturer Authorization. v. Appropriateness of supply schedule offered by the bidder confirming the requirement given by PA. vi. The Goods should be of the current production / model / series. vii. Copy of Import Licence. viii. The Spare Parts and after Sales Service facilities should be readily and easily available at reasonable price in the local Pakistani Market. ix. Warranty period of one year or manufacturer’s standard warranty whichever is more is required. x. The contracting firm will be responsible for operational training of the equipment at end user level. xi. Valid / Renewed NTN/ GST Certificate xii. Valid / Renewed Professional Tax Certificate from Excise and Taxation Department xiii. Registration with Sindh Revenue Board and FBR xiv. Undertaking of not being black listed by any organization on a Stamp Paper of PKR 100/- xv. Company Profile of the Bidder. xvi. Bank Letter Showing proprietorship / ownership. <p>26.4 Economic Criteria</p> <ul style="list-style-type: none"> i. Original Pay Order / Bank Draft of Earnest Money ii. Original Copy of Bid / Offer with quoted price. iii. Deviations from the Terms of Payment shall not be permitted. iv. Deviations from the Delivery and Completion Schedule shall not be permitted.
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	<p>26.5 Margin of Preference In supply, delivery and installation contracts in which there are a number of items of Goods, a margin of preference shall be granted to eligible domestically produced Goods in accordance with the SPRA Rules.</p> <p>(a) The preference margin shall not be applied to the whole package but only to the eligible domestically produced Goods.</p> <p>(b) No margin of preference shall be applied to any associated services or works included in the package; and</p> <p>(c) Bidders shall not be permitted or required to modify the mix of local and foreign Goods after bid opening.</p> <p>26.6 Size of Operation The Bidder's average annual turnover is defined as the total payments received by the Supplier for contracts completed or under execution over the three-year period ending on the deadline for bid submission.</p> <p>26.7 Contractual Experience Numbers of Contracts successfully completed as main supplier. Value, Nature and Complexity of these contracts should be comparable to the contract to be listed.</p> <p>26.8 Technical Experience Goods offered have been in production for given years and units of similar capacity have been sold and in operation satisfactory</p> <p>26.9 Production Capacity Manufacturers' minimum supply and / or production capacity should be comparable to the contract to be let, to assure that the bidder is capable of supplying the type, size and quantity of goods required.</p> <p>26.10 Financial Position Soundness of the Bidder's financial position showing long term profitability demonstrated through audited annual financial statements/ balance sheet / income statement / income tax return form / bank statements / bank certificate / Proof of GST paid for the last three years.</p> <p>26.11 Cash Flow Capacity Availability of or access to liquid assets, lines of credit and other finances sufficient to meet any possible cash flow requirement which may arise during the execution of the contract. This should also take into account the bidders commitments for other contract.</p>
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	<p>appropriate. Further, during the process of bid evaluation, the PA or its representative may inspect the manufacturing plant / production capacity / warehousing system / GMP practices by a team of experts for assessment if deems necessary.</p> <p>28.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the PA will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p> <p>28.4 The PA at any stage of the procurement proceedings, having credible reasons for a prima facie evidence of any defect in supplier's capacities, may require the supplier to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not.</p> <p>28.5 The PA shall disqualify a bidder if it finds, at any time, that the information submitted by him concerning his qualification as supplier was false and materially inaccurate or incomplete.</p>
29. Rejection of bids	<p>29.1 The purchaser may reject any or all bids at any time prior to the acceptance of a bid / award of contract in accordance with SPPR 2010 and shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.</p> <p>29.2 The PA incurs no liability, solely by virtue of its invoking clause 29.1 towards bidders who have submitted bids.</p> <p>29.3 Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.</p>
30. Re-bidding	<p>30.1 If the PA rejects all bids in pursuant to ITB clause 29 it may call for a re-bidding or if deems necessary and appropriate the purchaser may seek any alternative method of procurement in accordance with SPPR 2010.</p> <p>30.2 The purchaser before invitation for re-bidding shall assess the reasons for rejection and may revise specification, evaluation criteria or any other condition for bidders, as it may deem necessary.</p>
31. Announcement of Evaluation Report	<p>31.1 The PA shall announce the bid evaluation report in accordance with the SPPRA rules.</p>
32. Acceptance of Bid and Award Criteria	<p>32.1 Subject to ITB Clause 31, the PA will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily and is not in conflict with any other law, rules, regulations or policy of the government. The contract may be awarded within the original or extended period of bid validity.</p>

33. PA's Right to Vary Quantities at Time of Award	<p>33.1 The PA reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
34. Notification of Award	<p>34.1 Prior to the expiration of the period of bid validity, the PA will notify the successful Bidder in writing to be confirmed in writing by letter, that its bid has been accepted.</p> <p>34.2 The notification of award will constitute the formation of the Contract.</p> <p>34.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the PA will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p>
35. Signing of Contract	<p>35.1 At the same time as the PA notifies the successful Bidder that its bid has been accepted, the PA will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>35.2 Within 01 (one) week of receipt of the Contract Form, both the successful Bidder and the PA shall sign and date the contract on the legal stamp paper as prescribed by the law and such stamp duties as per prevailing government rates will be paid by the contractor / bidder. The contract will contain only quantity and approved unit rate as well as total price of the goods. Based on signed contract the office of PA will issue purchase order according to requirement and availability of fund. If the successful bidder, after completion of all codal formalities, shows inability to make supplies in compliance to issued purchase order than their bid security/ earnest money shall be forfeited and the firm shall be blacklisted minimum for two years. In such situation the purchaser may make the award to the next lowest evaluated bidder or call for new bids.</p>
36 Performance Security	<p>36.1 On the date of signing of contract the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the PA.</p> <p>36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35 or ITB Clause 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the PA may make the award to the next lowest evaluated Bidder or call for new bids.</p>

<p>37. Corrupt or Fraudulent Practices</p>	<p>37.1 The Government requires that PA's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(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 PA, 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 PA of the benefits of free and open competition;</p> <p>(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.</p> <p>37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.</p>
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Part One - Section II.
General Conditions of Contract

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General Conditions of Contract

<p>1. Definitions</p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> (a) "The Contract" means the agreement entered into between the PA and the successful bidder (may be called 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 all of the equipment, machinery, drugs/ medicines and/or other materials which the Supplier is required to supply to the PA under the Contract. (d) "The Services" means those services ancillary to the supply of the Goods, such as printing of special instructions on the label & packing, design & logo of the programme, transportation of goods including loading / unloading up-to the desired destination and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, 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) "PA" means the purchaser or the organization purchasing the Goods, as named in SCC. (h) "The PA's country" is the country named in SCC. (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. (j) "The Project Site," where applicable, means the place or places named in SCC. (k) "Day" means calendar day.
<p>2. Application</p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>

3. Country of Origin	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.</p> <p>3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
4. Standards	<p>4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.</p>
5. Use of Contract Documents and Information; Inspection and Audit by the Government	<p>5.1 The Supplier shall not, without the PA’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 PA in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The Supplier shall not, without the PA’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the PA and shall be returned (all copies) to the PA on completion of the Supplier’s performance under the Contract if so required by the PA.</p> <p>5.4 The Supplier shall permit the PA to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the PA, if so required.</p>
6. Patent Rights	<p>6.1 The Supplier shall indemnify the PA 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 PA’s country.</p>
7. Submission of Samples	<p>7.1 The bidders are not required to submit samples along with bids except in case of drugs and medicine. However, samples of those items would be required which are manageable and cost effective prior to</p>

	<p>and quantity initiates bulk supplies. Provision for samples would be given in subsequent written communication.</p> <p><u>In case of drugs / medicines</u></p> <p>Labelling and packing of the product would be examined in accordance with labelling and packing rules 1986 of the Drugs Act 1976. Before commencing supplies, the supplier shall provide ten (10) samples (free of cost) of the product to the PA in special colour, packing and statement of words in Urdu & English as specified in SCC for approval from PA. The shipper of final container, containing the drugs be of sufficient strength which could not damage the goods during the storing, stacking and transportation.</p>
<p>7-A. Performance Security</p>	<p>7.A.1 On the date of signing of contract the successful Bidder shall furnish to the PA the performance security in the amount specified in SCC.</p> <p>7.A.2 The proceeds of the performance security shall be payable to the PA as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>7.A.3 The performance security shall be denominated in the currency of the Contract acceptable to the PA and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the PA's country, in the form provided in the bidding documents or another form acceptable to the PA; or (b) A cashier's or certified cheque / Demand Draft / Pay Order. <p>7.A.4 The performance security will be discharged by the PA and returned to the Supplier not later than ninety (90) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
<p>8. Inspections and Tests</p>	<p>8.1 The PA or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the PA. SCC and the Technical Specifications shall specify what inspections and tests the PA requires and where they are to be conducted. The PA shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the</p>

	<p>Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PA.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the PA may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the PA.</p> <p>8.4 The PA's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the PA's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the PA or its representative prior to the Goods' shipment from the country of origin.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p> <p>8.6. All the goods shall be acceptable subject to physical examination. The physical examination as per GCC 8, shall be carried out through the nominated examination / inspection committee. However, if any instalment of supply is found, during physical examination/ inspection, to be against the required specifications, even if it is of standard quality, the purchase may reject the goods, and the supplier shall either the replace the rejected goods or arrange alterations necessary to meet the required specifications free of cost. Replacement of the rejected supplies must be completed within 15 days from the date of communication of decision to the manufacturer / supplier by the purchase, this opportunity will be provided only once. In case after replacement or alteration, the inspection committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned instalment would be forfeited to the government account. However, if the entire supplies / instalments are declared as of against the required specification, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for a period of (02) two years.</p> <p><u>ADDITIONAL TERMS FOR DRUGS / MEDICINES</u></p> <p>8.7. For the purpose of inspection and tests of drugs/medicines, the supplier shall inform the PA at least 15 working days in advance when all or any specific consignment / instalment of goods is manufactured and ready for inspection. The inspection team from PA along with the concerned Drug Inspector shall inspect the quantity, specification of goods and send samples from each batch to CDL, Karachi for quality test. The supplier shall extend all reasonable facilities and assistance including access to drawings and production data to the inspectors at no charge to the PA. However, if the supplier proves an undue delay in conduct of inspection on the part of purchaser, the supplier shall not</p>
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	<p>be liable for penalty on account of the delay. The cost of such lab test shall be borne by the manufacturer / supplier.</p> <p>8.8 Soon after the completion of inspection upon submission of samples for tests, the goods shall be delivered to designated place without waiting for reports of lab test from CDL Karachi. However the stocks would not be distributed till receipt of laboratory test reports. The invoices of suppliers will be processed when the reports of standard quality are received. The PA may allow retesting on the merits of individual case.</p>
9. Packing	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the PA.</p>
10. Delivery and Documents	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.</p>
12. Transportation	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the PA's country, transport to such place of destination in the PA's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>12.2 The goods shall be delivered at <u>the locations as given in delivery schedule</u>.</p>

<p>13. Incidental Services</p>	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; <p>and</p> <ul style="list-style-type: none"> (e) Training of the PA's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. (f) Packing / Transportation / Printing of Logo etc. <p>13.2 Prices charged by the Supplier for incidental services, must be included in the offered Price for the Goods and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.</p>
<p>14. Spare Parts</p>	<p>14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (a) Such spare parts as the PA may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and (b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the PA of the pending termination, in sufficient time to permit the PA to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the PA, the blueprints, drawings, and specifications of the spare parts, if requested.

<p>15. Warranty</p>	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PA's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 The goods shall be accompanied by the necessary warrant and this warranty shall remain valid minimum for a period of twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The PA shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the PA.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the PA may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the PA may have against the Supplier under the Contract.</p> <p>15.6 The Drugs / Medicines shall be accompanied by the necessary warranty on Form 2-A in accordance with the provisions of Drugs Act, 1976 and rules framed thereunder.</p>
<p>16. Payment</p>	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>16.2 The Supplier's request(s) for payment shall be made to the PA in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Service performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.</p>

<p>17. Prices</p> <p>18. Change Orders</p> <p>19. Contract Amendments</p> <p>20. Assignment</p> <p>21. Subcontracts</p>	<p>16.3 Payments shall be made promptly by the PA, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.</p> <p>16.4 The currency of payment is Pak. Rupees.</p> <p>17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the purchaser's request for bid validity extension.</p> <p>18.1 The PA may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the PA; (b) The method of shipment or packing; (c) The place of delivery; and/or (d) The Services to be provided by the Supplier. <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the PA's change order.</p> <p>19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p> <p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the PA's prior written consent.</p> <p>21.1 The Supplier shall not be allowed to sublet the job and award sub contract under this contract.</p>
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<p>22. Delays in the Supplier's Performance.</p>	<p>22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the PA in the Schedule of Requirements.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the PA in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the PA shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
<p>23. Liquidated Damages</p>	<p>23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the PA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the PA may consider termination of the Contract pursuant to GCC Clause 24.</p> <p>23.2 In case of supply of sub-standard product the destruction cost will be borne by the supplier i.e. burning, dumping, incineration etc.</p> <p>23.3 If the supplier provides the sub-standard item and fail to replace such the item, the payment of risk purchase (which will be purchased by the PA the price difference shall be paid by the supplier.</p>

<p>24. Termination for Default</p>	<p>24.1 The PA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the PA pursuant to GCC Clause 22; or (b) If the Supplier fails to perform any other obligation(s) under the Contract. (c) If the Supplier, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“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 Borrower, 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 Borrower of the benefits of free and open competition.</p> <p>24.2 In the event the PA terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the PA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the PA for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p>25. Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>

	<p>25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the PA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the PA in writing of such condition and the cause thereof. Unless otherwise directed by the PA in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
26. Termination for Insolvency	<p>26.1 The PA may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the parties.</p>
27. Resolution of Disputes	<p>27.1 The PA and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>27.2 If, after thirty (30) days from the commencement of such informal negotiations, the PA and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.</p>
28. Governing Language	<p>28.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 29, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English.</p>

29. Applicable Law	<p>29.1 The Contract shall be interpreted in accordance with the laws of the Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.</p>
30. Notices	<p>30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
31. Taxes and Duties	<p>31.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred.</p>
32. Integrity Pact	<p>32.1 Procurements exceeding Rs. 10 million for goods and works, and Rs. 2.5 million for services shall be subject to an integrity pact, as specified by regulations, between the procuring agency and the suppliers or contractors or consultants.</p>

**Enhanced HIV/AIDS Control Program
Health Department, Government of Sindh**

Bidding Documents

For

**Procurement of
“Drugs & Medicines”**

FY-2017-18

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

- Invitation for Bids (IFB)
- Bid Data Sheet (BDS)
- Special Conditions of Contract (SCC)
- Schedule of Requirements
- Technical Specifications
- Sample Form

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Invitation for Bids

Date: _____

IFB No: EHACPS/Proc./03-2017-18

Sealed bids are invited by Enhanced HIV/AIDS Control Program, Health Department, Government of Sindh in accordance with SPPR-2010 for supply of **HIV/STI Diagnostic Kits, Drugs & Medicine, Medical & General Equipment, Furniture / Fixture & IEC Material.**

Name of Work / Supply	Supply of: A – HIV/STI Diagnostic Kits B – Drugs & Medicine C – Furniture % Fixture D - Medical & General Equipment. E – Printing & Development of IEC Material
Name & Address of Procuring Agency inviting bids	<i>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</i>
Eligibility of Firm / Bidder – (Details are available in bidding document)	<ol style="list-style-type: none"> 1. Registration with FBR / SBR / Excise & Taxation Department and having valid NTN and GST and other required Registrations 2. Experience of Similar Supply 3. Original Manufacturers or Authorized Agents 4. Not black listed by any organization. 5. The Bidder should have an average annual turnover of: <ol style="list-style-type: none"> a. PKR 5.000 (m) for Tender A, B & C. b. PKR 10.000 (m) for Tender D. c. PKR 2.000 (m) for Tender E
Purchase of Tenders	<ol style="list-style-type: none"> 1. Bidding documents may be purchased from Friday 1st Dec. 17 to Tuesday 19th Dec. 17 on any working day from 09:00 am to 05:00 pm 2. A written application will be required to purchase any bidding document
Bid Security	<i><u>2% of the total bid amount</u> in shape of Demand Draft or Pay order in favour of Provincial Program manager, Enhanced HIV/AIDS Control Program, Sindh. (Cheques will not be entertained).</i>
Tender Cost	<u>Tender document fee:</u> A non-refundable fee of <u>Rs. 500/- Rupees Five Hundred Only</u> for each bidding document.
Last Date of Issuing Tender Document	19 th Dec. 2017 – 12:00 Noon.
Date and Time of Submission and opening of Tender	<u>Submission:</u> <u>2:30 pm, 19th Dec. 2017.</u> <u>Opening:</u> <u>On same day 3:30 pm 19th Dec. 2017.</u>
Place of Opening	<i>Provincial Program Manager, Enhanced HIV/AIDS Control Program. Barrack No. 12, Sindh Secretariat No. 4-A, Saddar Town, Karachi</i>
Source of Funding	ADP
Scope of Work	<i>Control of HIV/AIDS.</i>

Note: The bidders are advised to give their best and final prices as negotiations are not allowed.

Provincial Program Manager
Enhanced HIV/AIDS Control Program
Health Department, Government of Sindh

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Enhanced HIV/AIDS Control Program, DoH, GoS.
ITB 1.1	Enhanced HIV/AIDS Control Program, DoH, GoS.
ITB 1.1	<p>Tender for supply of “B – Drugs & Medicines”.</p> <ul style="list-style-type: none"> For Alternate offer “Original Tender Purchase Receipt and prescribed Bid Security for each alternate offer. Non-compliance shall lead to straightway rejection of bid. <i>The lowest evaluated bid of responsive bidder in conformity with Technical Specifications will be declared as successful one.</i>
ITB 4.1	Enhanced HIV/AIDS Control Program, DoH, GoS.
ITB 6.1	<p>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</p>
ITB 8.1	Language of the bid: ENGLISH

Bid Price and Currency	
ITB 11.2	The price quoted shall be delivered duty paid (DDP) at destinations shown in schedule of delivery and supply orders.
ITB 11.5	The price shall be fixed and inclusive of all applicable taxes.

Preparation and Submission of Bids	
ITB 13.3 (d)	<p>Qualification requirements.</p> <p><i>Minimum experience of 02 completed assignments of manufacturing OR supplying as authorized agent of a similar type of goods for which the Invitation for Bids is issued. The purchaser may visit the site (factory) of the manufacturer.</i></p> <p><i>“If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from (in original) of the respective Manufacturer, all such bids will be rejected as nonresponsive.”</i></p>
ITB 14.3 (b)	Spare parts required for 05 of years of operation.- Undertaking is to be submitted on the stamp paper amounting to PKR 100/- along with bid.
ITB 15.1	<p>Amount of bid security in shape of Demand Draft / Pay Order – 2% per cent of total bid amount in favour of Provincial Program Manager Enhanced HIV/AIDS Control Program Sindh.</p> <p><u>Cheques will not be entertained and the bids will be rejected forthwith.</u></p>
ITB 16.1	<p>Bid validity period.</p> <p><u>90 days from the date of bid opening.</u></p>
ITB 17.1	01 Original + 03 Copies in Separate Envelopes.
ITB 18.2 (a)	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
ITB 18.2 (b)	IFB title and number. EHACP/Proc./03-2017-18
ITB 19.1	Deadline for bid submission. 19-12-2017, 2:30 p.m.
ITB 22.1	Opening: 19-12-2017, 3:30 p.m. at the office of Provincial Program Manager, Enhanced HIV/AIDS Control Program, Barrack NO. 12, Sindh Secretariat No. 4-A, Saddar Town, Karachi.

Bid Evaluation		
ITB 26	With reference to ITB clause 26 following scoring sheet shall be considered as basic technical evaluation criteria apart from financial bid:	
	1. General Experience (2/year) (1 Year Exp. Is mandatory)	10
	2. Good standing with PA. (Previous experience of supply)	05
	3. Experience in supply of similar items (Max. 25) 2 Assignments are mandatory (10) I. 5 Marks/ additional assignment, minimum volume of a single assignment should not less than the value of current bid.	25
	4. Tax Status – Tax Return (03 Years' mandatory) (09) I. 03 Marks/ additional year (Max 15)	15
	5. Audited Financial Statements (03 Years' mandatory) (09) I. 03 Marks/ additional year (Max 15)	15
	6. Financial Position – Annual Turn Over-last 3 Y-Avg. 5.000 (m) Mandatory (10) I. 0.5 mark/ additional million (Max. 15)	15
	7. Own means of manufacturing/production OR Own Technical Team (Details are to be given by bidder along with bidding document to claim this score) -	05
	8. Technical Proposal (Specifications and Brochures). I. Provided original brochures and complete information of quoted product (10). II. Provided photocopies only (05)	10
	Total	100
Note: Minimum 50% will be qualifying score.		
Including above scoring; below are the mandatory qualifications to be a responsive bidder:		
1. Original Tender Purchase Receipt for each offer		
2. Separate Bid Security for each alternate offer		
3. Valid Professional Tax Registration		
4. Registration with FBR and SBR		
5. Licence of manufacturing / import / supply / store etc.		
6. Undertaking of not being black listed by any organization on a Stamp Paper of PKR 100/-		
7. Submission of complete company profile by the bidder.		
8. Bank Letter Showing proprietorship / ownership.		
Contract Award		
ITB 29.1	Percentage for quantity increase or decrease. 15%	

Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: **Enhanced HIV/AIDS Control Program, DoH, GoS.**

GCC 1.1 (h)—The Procuring agency's country is: **Islamic Republic of Pakistan.**

GCC 1.1 (i)—The Supplier is: "The Supplier" means the individual or firm supplying the Goods and Services under this Contract registered with FBR & SBR for Income Tax / Sales Tax and in case of supply of medicine / medical equipment must be registered with relevant regulatory authorities and having such valid licence.

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7-A)

GCC 7.A.1— After signing of contract, the successful bidder shall furnish the performance guarantee of the security equivalent to the 5% of the total contract amount from any of the schedule banks. The validity of performance security shall extend at least ninety (90) days beyond the date of completion of contract. The performance guarantee / security form is provided in the bidding document. Upon submission of performance guarantee the bid security will be returned to the bidder.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: After delivery of goods to the pre identified locations, a detail physical inspection and test demonstration will be carried out in accordance with GCC 8.

The inspection committee of the PA will thoroughly inspect and examine the items under contract prior to shipment and at final acceptance to make sure that the goods received conform the specifications laid down in the tender documents and which have been approved by the procurement committee for the procurement. The committee will submit its inspection report along with bill / delivery challan for settlement. Any deficiency pointed out by the inspection committee shall have to be rectified by the supplier free of cost.

Inspection and tests prior to delivery of drugs / medicines at final acceptance shall be in accordance with GCC.

5. Delivery and Documents (GCC Clause 10)

GCC 10.1—Upon shipment, the Supplier shall notify the **PA** the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the **PA** for verification duly completed in all respects:

(i) Original copies of delivery note (Challan) in duplicate showing name of destination to which delivery is to be made, item's description, Registration No. If any, manufacturing / expiry date and quantity including the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

(ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

(iii) copies of the packing list identifying contents of each package;

(iv) insurance & warranty certificate;

(v) Manufacturer's or Supplier's warranty certificate;

(vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and

(vii) certificate of origin.

(viii) Original Copies of the Sales Tax Invoice (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and Total amount (with GST).

6. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

7. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

The following incidental services shall be provided and the cost of which should be included in the total bid price:

a. The bidder shall supply medical equipment / drugs / medicines as per tender requirement in special packing for Enhanced HIV/AIDS Control Program, Department of Health, Government of Sindh along with the logo of the Program and Sindh Government.



b. The following wording / insignia shall be printed in bold letters both in Urdu and English in indelible Pink Colour on each item with laser printing in any visible part of the item.

Supplied by "Enhanced HIV/AIDS Program – DOH – GOS"

b1. In case of drugs / medicines following wording / insignia shall be printed in bold letters both in Urdu and English in indelible Pink Colour on each item on any visible part of the item.

Not for Sale

"SINDH GOVT. PROPERTY"

b2. The rules for labelling and packing shall be followed as per "The Drugs (labelling and Packing) Rules 1986" framed under the Drugs Act, 1976 as amended up-to-date. However, the name of the Drug / Medicine (Generic & Brand), equally prominent, should be printed / written in indelible in both in English & Urdu on the outer cartons and on each pack, bottle, strip / blister, tubes etc. Besides the

name and principal place of business of the Manufacturer, the drug manufacturing license No., manufacturing date, expiry date, registration No., batch No. retail price and Urdu version namely, name of drug, dosage and instructions, should also be written on the outer carton and on the most inner container in bold letters. All tablets shall be supplied in strips / blister packs,. Expiry date must be printed on each blister. The syrup should be supplied in glass / pet bottle with sealed caps as per samples provided at the time of opening of tenders. **In case of non-fulfilment of these requirements the supply shall not be accepted.**

c. If the supplier / bidder quoted the prices of incidental services separately in the financial bid and not included in the contract price of goods, the same shall be included prior to comparison of rates with other bidders.

8. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are:

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

09. Warranty (GCC Clause 15)

GCC 15.1—In partial modification of the provisions, the warranty period shall be calculated and considered as given in the technical specification section of the bidding documents against each item and if not mentioned there then as per general warranty offered by the manufacturer.

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable 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 Goods 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 with SCC 4,

GCC 15.4 & 15.5—The period for correction of defects in the warranty period will be 30 days after the reporting of the defect and in case of delay the supplier shall provide the substitute of the goods without additional charges.

10. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

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

- (i) 100% of the Contract Price on complete delivery of store (within thirty (30) days on submission of claim supported by acceptance certificate from **PA** declaring Goods have been delivered at designated location and that all contracted services have been performed.

- (ii) Part payment on part supply may be allowed if the PA deems fit keeping in view the portion of supplied goods.

11. Prices (GCC Clause 17)

GCC 17.1—Prices are not subject to any adjustment.

12. Liquidated Damages (GCC Clause 23)

GCC 23.1— 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 instalment. No supplies will be accepted and the amount of Performance Guarantee / Security to the extent of non-delivered portion of supplies of relevant instalments will be forfeited. If the firm fails to supply the whole instalments, the entire amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two year 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 suppliers.

13. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 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 Health 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. All the proceedings will take place in accordance with prevailing laws of Pakistan.

14. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English.

15. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

16. Notices (GCC Clause 31)

GCC 31.1— **PA'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

—Supplier's address for notice purposes:

Schedule of Requirements

1. The supplies required under this bid detailed at **annexure A** shall be delivered in accordance with each purchase order(s) as issued by the PA within 30 days for local and 45 days for items to be imported from the date of issuance of the purchase order without any penalty.
2. The place of delivery will be warehouse of Enhanced HIV/AIDS Control Program Sindh, Karachi or at specific places of Sindh province as mentioned in supply order.
3. The Supplies will be required to be packed and supplied as per distribution plan given in each supply order.
4. Delay in the delivery shall result in penalties to be paid by the Supplier without any argument or question.

Sample Forms

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1. Bid Form

Date: _____
IFB No: _____

To: Provincial Program Manager, HIV/AIDS Control Program Sindh, Karachi.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. Further to that we reconfirm that the offered rates will be valid upto bid validity period and supplies will be made in accordance with various purchase order of different quantities not.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to Five percent (5%) of the Contract Price for the due performance of the Contract, in the form prescribed by the **PA**.

We agree to abide by this Bid for a period of _____ *(At least 90 days beyond the period of completion of the contract)*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

None.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____. Page No. _____ of ____.

Item #	Name of Item	Packing	Unit	Unit Cost (DDP)	Total Cost (DDP)
1	Generic Name: <i>(As given in bidding document Annexure A)</i> Trade Name: Registration No.: Manufactured By: Country of Origin: Imported by:				

Note: See schedule of requirement for places of delivery. The quantity may be increased or decreased as per availability of budget.

I / We solemnly declare that information furnished above is correct to the best of my / our knowledge and if found incorrect our contract will be liable to be terminated with any other appropriate action as per law.

Signature & stamp of bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
All quantities are in number.

3. Contract Form

THIS CONTRACT is made at _____ on _____ day of _____ 20__, between the Provincial Program Manager, Enhanced HIV/AIDS Control Program. Barrack NO. 12, Sindh Secretariat No. 4-A, Saddar Town, Karachi, (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 (first name) being the Manufacturer / authorized Supplier / authorized Agent of (item name) in Pakistan and offered to supply the 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;
 - 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 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.
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 consultant 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 Government of Sindh (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 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 times 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 Karachi shall have the exclusive jurisdiction to adjudicate.

12. If the supplier provides substandard items or fails to provide the items, the payment of risk purchase (which will be purchased by programme from the market) the price difference or any other additional cost shall be paid by the supplier.
13. In case of supply of substandard products the destruction cost i.e. burning, dumping etc shall be borne by the supplier

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

4. Performance Security Form

To

The **Provincial Program Manager,**
Enhanced HIV/AIDS Control Program Sindh,
Karachi.

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

5. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

The **Provincial Program Manager,**
Enhanced HIV/AIDS Control Program Sindh,
Karachi.

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

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

[signature for and on behalf of Manufacturer]

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

6. Integrity Pact

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

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

_____ 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) / Enhanced HIV/AIDS Control Program Sindh 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, the Supplier/Contractor/Consultant above named 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 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.

The Supplier/Contractor/Consultant above named 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.

The Supplier/Contractor/Consultant above named 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, the Supplier/Contractor/Consultant above named 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 The Supplier/Contractor/Consultant above named 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.

PPM, EHACP Sindh (PA)

Supplier/Contractor/Consultant

Note: Please mention the name, designation & CNIC number of signing person on behalf of Supplier/Contractor/Consultant along with seal.

Annexure - A

Quantities & Technical Specifications

Important Note: Brand names are mentioned only for reference therefore any item of equivalent specification of any brand may be quoted.

Item #	Generic Name of Drug / Medicine	Composition	Unit	Quantity Required
1	Pneumococcal Vaccine for Adults	Dose	No.	60
2	Sectrimizine	Tablet	No.	1,000
3	Scabion Lotion (Calamine Lotion)	Bottles	No.	1,000
4	Fluconazole 150mg	Capsule	No.	2,500
5	Azithromycine 250mg	Capsule	No.	1,500
6	Augmentin 625mg,	Tablets	No.	1,000
7	Ciprofloxacin 500mg	Tablets	No.	1,000
8	Sangobian (Iron)	Caps	No.	1,000
9	Septran DS	Tablet	No.	25,000
10	Theragran-M	Tablets	No.	25,000
11	Vitamin-D 1.5 Million Units	Injection	No.	1,000
12	Penicillin-G (Benzalthin) 1.5iu	Injection	No.	1,000
13	Spangol Husk	Sachet	No.	5,000
14	Adicos	Syrup	No.	500
15	Vidalyn	Syrup	No.	3,000
16	Acyclovir 800mg	Tablet	No.	3,000
17	Surbex-Z	Capsule	No.	5,000
18	Chewcal (Calcium)	Tablet	No.	2,000
19	Metronidazole 400mg	Tablet	No.	30,000
20	Folic Acid	Tablet	No.	5,000
21	Panadol 200mg,	Tablets	No.	20,000

22	Methycobal	Tablet	No.	1,000
23	Motilium	Tablet	No.	500
24	Panadol Extra	Tablet	No.	10,000
25	Omeprazole 20mg	Capsule	No.	5,000
26	Vita-6	Tablet	No.	500
27	Brufen 400mg	Tablets	No.	10,000
28	Nilstate Oral Drops	Drops	No.	500
29	Ceftriazone 1 mg	Injection	No.	1,000
30	Doxycycline 100 mg	Capsule	No.	4,000
31	Lotrux	Cream	No.	500
32	Entamizole DS	Tablets	No.	15,000
33	Prednisolone	Tablets	No.	15,000
34	ORS	Sachet	No.	5,000