



# **BIDDING DOCUMENT**

**FOR HIRING OF HIRING OF TRANSPORT / LOGISTICS /COURIER COMPANY**

**FOR SUPPLY OF COMMODITIES**

**(Contraceptives)**



**GOVERNMENT OF SINDH**

**POPULATION WELFARE DEPARTMENT SINDH**  
**NICL Building 11<sup>th</sup> Floor, Abbasi Shaheed Road,**  
**Behind FTC Building Gora Qaburstan Karachi**



## INVITATION FOR BIDS

Population Welfare Department, Government of Sindh, Karachi, invites sealed bids from well reputed Transport, Logistics, Courier Companies (Registered with Income Tax Department and Sindh Revenue Board) for the transportation (supply chain system) of the contraceptives from Central Ware House, Karachi to all address of Lady Health Supervisors (LHS) in the respective health facilities of all District of Sindh for supply of the same Lady Health Workers (LHW) Program Sindh and at the address of the Community Midwives (CMWs) in all the districts of Sindh working under Maternal Newborn and Child Health (MNCH) Program, Department of Health, Government of Sindh.

Detailed terms and condition, description of services and schedule of requirement are given in the Bidding Document which will be available at the address mentioned below from the date of this advertisement in press on submission of written application along with payment of non refundable fee of Rs.1000/= (Rupees one Thousand only)

- \* Male latex condoms
- \* Hormonal contraceptives injections (3 months)
- \* Combination oral contraceptives pills and Emergency contraceptives pills etc)

S.#	Name of the Tender	Last date of purchase of tender during office hours	Date and time of receiving tender	Date and time of opening the tender	Amount of bid security (CDR)
1.	Tender for hiring of Transportation, Logistics, Courier Company for supply Transportation of commodities (contraceptives)	6 <sup>TH</sup> February, 2018	6 <sup>TH</sup> February, 2018 at 11.00 AM	6 <sup>TH</sup> February, 2018 at 11.30 AM	3%

1. Details description and quantities of above contraceptives are given in the bidding documents.
2. Interested bidders may get bidding documents from the address mentioned below on submission of written application alongwith payment of non refundable fee of Rs.1000/= (One Thousand only). However, a copy of the bidding documents is also available for information only on the SPPRA website as well of Population Welfare Department ([www.pwds.gov.pk](http://www.pwds.gov.pk))
3. Bidding will be conducted through Single Stage-Two Envelops bidding procedures as per Rule-46 (2) of SPP Rule-2010 amended 2013.

4. Tenders will be submitted comprising single package containing two separate envelop. Each envelop will contain separately the financial proposal and technical proposal.
5. The envelop shall be marked as "Technical Proposal" and "Financial Proposal" in bold and legible letters to avoid confusion. The financial proposal will only be opened after technically approved as per SPPRA Rule 2010, amended 2013.
6. On rejection of Technical Proposal, the Financial Proposal will be returned unopened. The Department will not be responsible for any opening of the financial proposal, where the bid found opened or on submission or not properly sealed.
7. Bid security of 3% of the total bid value in the shape of Pay order/Bank Draft/Call Deposit from any schedule bank of Pakistan alongwith the financial bid is required.
8. Late bids will be rejected.
9. Bids will be opened in the presence of the bidders/representatives who choose to be present on 6<sup>TH</sup> February, 2018 at 11.30 AM at PPIC Room of Population Welfare Department, Sindh, Karachi at NICL Building 11<sup>th</sup> Floor, Abbasi Shaheed Road, behind FTC building Gora Qaburstan Karachi.
10. The bidders are requested to quote their best and final prices inclusive all taxes and assumptions of Market Prices of petrol, Diesel etc as negotiations on the prices are allowed.
11. All the commodities will be collected from the Central Ware House, Karachi and will be delivered to all the Lady Health Supervisors working in LHW Program Sindh in the respective health facilities of all the Districts of Sindh and at the addresses of the CMWs in all districts of Sindh working under MNCH Program, Department of Health, Government of Sindh.
12. The procuring agency reserves the right to reject all the bids without assigning any reason prior to the acceptance of bids. However, Population Welfare Department, Sindh shall upon request communicate to any bidder, the grounds for its rejection of all the bids or proposals, but shall not be responsible to justify those grounds.
13. The procurement shall be governed with SPPRA Rules 2010, amended 2013.
14. In case Public Holiday, declare by Governments, the tenders will be opened on next working day.
15. The firms already in process of disciplinary actions, defaulters or black listed with any government organization will not be allowed to participate.
16. Address to collect bidding documents is office of the Secretary Population Welfare Department, Sindh, at NICL Building 11<sup>th</sup> Floor, Abbasi shaheed Road, behind FTC building Gora Qaburstan Karachi.

**DEPUTY DIRECTOR (W&D)  
POPULATION WELFARE DEPARTMENT, SINDH**

**PH: 021-99225652**

**Bidding Data Sheet (BDS)**

Description	Detail
Bid reference number	No. PWDS/W&D/Transportation/2017-18/09
Population Welfare Department, Government of Sindh	<b>NICL Building, 11<sup>th</sup> Floor, Abbasi Shaheed Road, Behind FTC Building, Gora Qaburstan, Karachi</b>
Nature of Services	Transportation of contraceptives from Central Warehouse Karachi to Lady Health Supervisors working in LHW Program Sindh in the respective health facilities of all the Districts of Sindh and at the addresses of the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh.
Last date of sale of Bidding Document	6 <sup>TH</sup> February, 2018
Bidding procedure	Single stage – Two Envelops bidding procedure per SPPRA Rules 2010, amended 2013
Language of bid	English
Bid currency	Pak Rupees (PKR)
Amount of bid security	@3% of the total bid value
Bid validity period	90 Calendar days from the date of opening of technical bids
Deadline for submission of bids	6 <sup>th</sup> February, 2018
Address for communication:	<b>Deputy Director (W&amp;D)</b>  <b>Secretary Purchase Committee</b>  <b>Population Welfare Department Sindh</b>
Date, time and venue of opening of technical bids	Committee Room of the office of the Secretary Population Welfare Department Sindh <b>NICL Building, 11<sup>th</sup> Floor, Abbasi Shaheed Road, Behind FTC Building, Gora Qaburstan, Karachi</b>
Performance Guaranty / Security	5% of the total contract amount
Advance Payment	No advance payment

Period of Completion	30 <sup>th</sup> June, 2019
Address for Communication	Deputy Director (W&D) Secretary Purchase Committee Population Welfare Department , Government of Sindh NICL Building, 11 <sup>th</sup> Floor, Abbasi Shaheed Road, Behind FTC Building, Gora Qaburstan, Karachi

Tender Reference Number

PWDS/W&D/Transport/2017-18/09

# INSTRUCTIONS TO BIDDERS

**(Bidders are required to read instructions carefully)**

## **CONTENTS OF THE BIDDING DOCUMENTS**

Population Welfare Department, Government of Sindh, invites bids for conclusion of transportation services as specified in the Schedule of Requirements. In addition to invitation for bids, the bidding document include: -

- a. Instructions to Bidders
- b. Eligibility and Technical Bid Evaluation Criteria
- c. Schedule of Requirements & Technical Specifications
- d. General Terms & Conditions
- e. Special Terms & Conditions
- f. Bid Forms

### **A- INSTRUCTIONS TO THE BIDDERS:**

1. **Eligible Bidders :** This invitation of the Bids is for the well reputed Transport, Logistics , Courier Companies (Registered with Income tax Department and Sindh Revenue Board ) for the transportation (Supply Chain System ) of the commodities(Contraceptives) from Central Ware House Karachi to Lady Health Supervisors working in LHW Program Sindh in the respective health facilities of all the Districts of Sindh and at the addresses of the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh. The Bidders shall also have to submit copy of registration certificate with Registrar of Companies that allows the firm to work in Pakistan. The bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices, declared by the Government (Federal , Provincial , Districts), a local body or public sector organization. In addition, any firm debarred by any multilateral or bilateral donor agency shall not be eligible to bid.
2. **Eligible goods and services:** All expenditures made under the work order shall be limited to such goods and services as mentioned in the supply order. For this purpose, the " Goods" include any commodities stored at Central Warehouse and Supplies Karachi that are subject to this invitation to the bid and the term of service shall include related services such as transportation, logistics, online tracking and insurance, loading/unloading and delivery at the desired destinations etc. Goods are the commodities stored at Central Warehouse and Supplies Karachi and are the Property of Government of Sindh through administrative Department i.e. Population Welfare Department, Government of Sindh.
3. **Cost of the Bidding:** The Bidder shall bear all costs for preparation and submission of the bid, and the procuring agency shall in no case shall be responsible or liable for such costs, regardless of manner or outcome of the bidding process.

3.a **Bidding for selective services:** A Bidder, if he so chooses to bid for selective districts and services provided in the Schedule of Requirements and Price Schedule will NOT be allowed. The transportation service is a whole package and will be treated for all districts of the province.

## **Bidding Procedure**

- 1 The Bidding procedure shall be governed by the Sindh Public Procurement Rules, SPPRA Rules 2010, amended 2013. Single Stage – Two envelope procedures (Technical & Financial).
  - i) Bids should be submitted in two separate envelopes, each envelope will contain separately the financial proposal and the technical proposal.
  - ii) Envelope shall be marked as “Financial Proposal” and “Technical Proposal” in Bold and legible letters to avoid confusion. The financial proposal envelope will only be opened after the bidder is technically qualified.
  - iii) On rejection of Technical Proposal, the Financial Proposal will be returned unopened. The Population Welfare Department will not be responsible for any opening of Financial Proposal, where it is submitted collectively for all the items, or found opened on submission or not properly sealed.
  - iv) Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. 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 shall be at the Bidder’s risk and may result in the rejection of its bid.
- 2 **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency’s address, indicated in the Bid Data Sheet (BDS). The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the BDS.
- 3 **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.
- 4 **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 5 **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents.
- 6 **Bid Prices:**
  - i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price for transportation of contraceptive commodities to all districts of the province to the Lady Health Supervisors working in LHW Program Sindh in the respective health facilities of all the Districts of Sindh and at the addresses of the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh.
  - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and, if possible, stamped at the bottom.
  - iii. The bidder should quote the prices of transportation according to the Schedule of



Requirement and Technical Specifications as provided in the Schedule of Requirements, Form of Price Schedule and Technical Specifications.

- iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties.
- v. Prices offered should be for the entire transportation as well as repackaging service package and timeframe to be supplied during the contractual period. Conditional offer shall also be considered as non-responsive bidder.
- vi. While filling the bid price, the present trend / inflation rate of POL and other relevant services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of agreed price shall be entertained.

7. **Bid currencies:** Prices shall be quoted in **Pak Rupees**.

8. **Documents Establishing bidder's Eligibility and Qualification**

- i) **The bidder** shall furnish documents establishing the bidder's eligibility to bid and its qualifications to perform the Work orders if its bid is accepted.
- ii) **The documentary evidence** of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders.
- iii) **Bidder must be** original firm or the authorized Agent of the principal bidder, documentary proof including principal bidders' registrations and taxation certificates, to the effect that they are the original principal of the required Services shall be provided.
- iv) **National Tax Number** (NTN) and applicable taxation certificates confirming bidder's authenticity about regular tax payer shall have to be provided by each bidder in the Bid.
- v) **The bidder** shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Public Sector Organization (Federal/Provincial/District), or a local body or any bilateral or multilateral donor agency. The bidder shall be debarred from bid on account of submission of false statement.
- vi) **The bidder** should have minimum three (03) year experience in the relevant field. Necessary documentary evidence including previous contracts / supply orders and satisfactory performance certificates are to be enclosed with the technical bid. It will be mandatory for the successful firm/ transport company to provide the required services throughout the contractual period.
- vii) **The bidder** is required to provide with the Technical Proposal, all documentary proofs of the required parameters, the Procuring Agency may contact the bidder during the evaluation process, for any missing or additional document. If the bidder fails to provide the required document / information within the stipulated time period, their bid can be disqualified.
- viii) **The bidder** will have to provide documentary evidence of its financial stability with the technical bid. The proof could be a certificate from the scheduled Bank where the firm maintains its business account.

**9. Bid Security:**

- i. Bid security / earnest money for the rate and procedure given in the BDS and SCC will have to be provided along with Financial Bid.
- ii. The bidder is required to keep an affidavit in the technical bid stating that a bid security at the rate given in BDS, without indicating the figure in the letter, has been placed in the financial bid. Otherwise the technical proposal will be considered non-responsive and will be returned to the bidder after being examined by the procurement committee.

**10. Bid Validity:**

- i. Bids shall remain valid for the period given in the BDS. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

**11. Format and Signing of Bid:**

- i. The bidder shall prepare and submit its bid along with original purchase receipt, issued by the procuring agency at the time of purchase of bid document. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Work orders. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**12. Deadline for Submission of Bids:**

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified in the BDS, no later than the time and date specified in the BDS. The Procuring Agency may, at its discretion, extend the deadline for submission of bids by amending the bidding documents.

**13. Late Bid:**

Any bid received by the Procuring Agency after the deadline shall be rejected and returned unopened to the bidder.

**14. Withdrawal of Bids:**

The bidder may withdraw its bid after the submission and prior to the deadline of opening of bids. No bid shall be withdrawn after opening till expiration of bid validity period specified in Instruction to Bidders.

**15. Opening of Bids**

- i. Bids will be opened in the presence of bidders or their representatives who choose to attend on the date, time and venue specified in the BDS
- ii. The Procuring Agency shall initially open only the envelope marked "TECHNICAL PROPOSAL" in the presence of bidders' representatives who choose to attend, at time, date, and at place specified in the BDS. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.

- ii. The bidders' names, services for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at time of opening of technical bids, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Bids (for which the date, time and venue would be announced after completion of technical evaluation), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.

**16. Clarification of Bids:**

During evaluation of bids, the Procuring Agency may, at its discretion, ask the bidder for clarification of its bid or submission of additional or missing documents, which are essential to meet the eligibility. The request for clarification or call of documents and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**17. Preliminary Examination**

- i The Procuring Agency shall do a preliminary examination of bids to determine that, eligibility criteria is fulfilled; free of any computational errors; required documentation and certificates are furnished, documents are authentic and properly signed; and that overall bids are in order.
- ii. In the financial bids the arithmetical errors shall be rectified on the following basis:
  - a) 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.
  - b) If the bidder does not accept the correction of the error(s), its bid shall be rejected, and bid security may be forfeited.
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail.
  - d) If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

- 18. The financial bids of technically qualified bidders will be opened publically at a time to be announced by the Procuring Agency. The financial bids of technically non-responsive bidders shall be returned un-opened to the respective bidders or their authorized representatives.

**Major (material) Deviations include:-**

- (i) The bid has been not properly signed;
- (ii) The bid is not accompanied by the bid security of required amount and manner;
- (iii) Bidder is stipulating price adjustment when fixed price bids were called for;
- (iv) Bidder is failing to respond to specifications;
- (v) Bidder is failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) Bidder is sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) Bidder is refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) Bidder is taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) A material deviation or reservation is one: (a) which affects in any substantial way the scope, quality or performance of the services; (b) adoption/rectification whereof would

affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**19. Qualification & disqualification of bidders:**

The Procuring Agency shall disqualify a bidder if it finds, at any time even after completion of the procurement process and award of contract, that the information submitted by firm was false and materially inaccurate or incomplete.

**20. Rejection of Bids:** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Sindh Public Procurement Rules 2010, amended 2013. The Procuring Agency shall, upon request, communicate to any participating bidder, the grounds of its rejection, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders who submitted bids.

**21. Re-Bidding:** If the Procuring Agency rejects all bids, it may call for a re-bidding or if deems necessary and appropriate. The Procuring Agency may seek any alternative methods of procurement under Rules 25 and 26 of Sindh Public Procurement Rules 2010, amended 2013. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

**22. Announcement of Evaluation Report:** The Procuring Agency shall formally intimate the results of technical bid evaluation in the form of a report before opening of the financial bids, to all bidders. The procuring agency shall also announce the final results of a bid evaluation giving justification for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its website as well as SPPRA website.

**23. Acceptance of Bid and Award Criteria:** The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be issued notice of acceptance for award of contract on the approved rates. Contract will be signed with successful bidder and subsequent work orders will be issued within the original or extended period of bid validity under Rule 48 of Sindh Public Procurement Rules 2010, amended 2013.

## ***Eligibility and Evaluation Criteria***

**Eligibility of Bidders:**

A bidder must fulfil the requirements mentioned in the below eligibility table. In case of missing of even a single requirement, the bidder will be notified by the procuring agency to provide within the stipulated period, failing which the bidder will be considered as Ineligible and their bid will not be further processed for technical evaluation.

#	Bidders Eligibility Factor	Requirement	Document Required	Provided (Yes / No) <sup>1</sup>
1	Registration with Income Tax	Mandatory	Attach copy of valid NTN	
2	Registration with Sales-Tax	Mandatory	Attach copy of valid GST Registration	
3	Registration with Registrar of Companies / Security & Exchange Commission of Pakistan (SECP)	Mandatory	Attach valid copy of Registration	
4	Established Offices at Karachi and other major cities of Sindh	One office (either Karachi or a major city of Sindh) is Mandatory	Attach documentary evidence	
5	Authorization (in case the bidder is participating as an Agent)	Mandatory	Attach original authorization certificate on the letterhead of the Principal firm	
6	Financial Capacity	Mandatory	Attach supporting Bank Certificate of Company's Bank Account OR Letter from the Bank certifying Company's financial ability.	
7	Agreement with all the terms & conditions	Must unconditionally agree with all the instructions, terms & conditions specified in the bidding documents & contract agreement	A certificate on bidders company letter head, confirming and agreeing to all terms and conditions specified in the bidding documents and contract agreement	

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<sup>1</sup> This column will be filled by the bidder with yes/no, to be confirmed by the evaluation committee

**Bid Evaluation Criteria**

Eligible bidders who obtained 60 and above marks, per below evaluation criteria, will be considered as qualified for opening of financial bids:

#	Parameter	Requirement	Marks
1	Functional offices at Karachi and major cities of Sindh	Valid documentary Proof with addresses, telephone lines and Fax Nos.	10 Karachi Office: 05 Major City of Sindh Office: 05
2	Experience	Experience in transportation of health or other commodities from Karachi to different parts of Pakistan especially Sindh. Relevant documentary evidence to reflect the years of experience to be provided	20 Upto 3 Years: 05 Upto 6 Years: 10 Upto 10 Years: 15 10 + Years: 20
3	Financial soundness	Firm must have financially sound following taxation policies	20 Tax Return (last 3 years): 10 Latest Audited Balance Sheet: 05 Bank Certificate: 05
4	Online Tracking Facility of Goods Transportation	i. Website address ii. Credentials including login / password	10
5	Insurance Coverage	Bidder already having contract with Insurance Co. for transportation of goods within Pakistan particularly Sindh	10
6	Quality Performance Certification	i. Valid ISO Certification ii. Registration with SECP	10 ISO: 05 SECP: 05
7	Vehicles	Bidders having own vehicles will be given more weightage. Bidders to provide heavy loaders / vehicles details with copies of registration	10 Upto 5 vehicles: 05 Upto 8 vehicles: 08 08 + vehicles: 10

8	Working staff details	Bidder to provide details of full time working staff	10 Karachi Office staff: 05 Major Cities of Sindh Office staff: 05
<b>Total marks</b>			<b>100</b>
<b>Qualifying marks</b>			<b>60</b>



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***Schedule of Requirements & Technical  
Specifications***

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**1. FP commodities distribution plan from CW&S to Lady Health Supervisor (LHS) in bulk supplies on Quarterly basis**

SR #	District	LHS	LHWs	Condom		COC		3 Month injection		Total Weight per parcel for each LHS quarterly	Total yearly weight for LHS
				Average Quarterly Requirement t LHS (Quantity)- Quota based	LHS Weight in KG (Quantity) - Quarterly	Average Quarterly Requirement t LHS (Quantity)- Quota based	LHS Weight in KG (Quantity) - Quarterly	Average Quarterly Requirement LHS (Quantity) - Quota based	LHS Weight in KG (Quantity) - Quarterly		
1	Badin	38	1075	8486.84	33.95	848.68	12.73	254.61	2.29	48.97	195.88
2	Dadu	34	1115	9838.24	39.35	983.82	14.76	295.15	2.66	56.77	227.07
3	Hyderabad	59	1060	5389.83	21.56	538.98	8.08	161.69	1.46	31.10	124.40
4	Sujawal	4	205	15375.00	61.50	1537.50	23.06	461.25	4.15	88.71	354.86
5	Jamshoro	16	479	8981.25	35.93	898.13	13.47	269.44	2.42	51.82	207.29
6	Tando Allahyar	15	529	10580.00	42.32	1058.00	15.87	317.40	2.86	61.05	244.19
7	Thatta	10	377	11310.00	45.24	1131.00	16.97	339.30	3.05	65.26	261.03
8	Matiari	18	450	7500.00	30.00	750.00	11.25	225.00	2.03	43.28	173.10
9	Tando Muhammad Khan	9	405	13500.00	54.00	1350.00	20.25	405.00	3.65	77.90	311.58
10	Karachi West	32	689	6459.38	25.84	645.94	9.69	193.78	1.74	37.27	149.08
11	Karachi East	11	249	6790.91	27.16	679.09	10.19	203.73	1.83	39.18	156.73
12	Korangi	21	470	6714.29	26.86	671.43	10.07	201.43	1.81	38.74	154.97
13	Karachi Central	19	505	7973.68	31.89	797.37	11.96	239.21	2.15	46.01	184.03
14	Karachi South	11	226	6163.64	24.65	616.36	9.25	184.91	1.66	35.56	142.26
15	Malir	29	724	7489.66	29.96	748.97	11.23	224.69	2.02	43.22	172.86
16	Jacobabad	11	605	16500.00	66.00	1650.00	24.75	495.00	4.46	95.21	380.82
17	Larkana	32	992	9300.00	37.20	930.00	13.95	279.00	2.51	53.66	214.64
18	Shikarpur	36	802	6683.33	26.73	668.33	10.03	200.50	1.80	38.56	154.25
19	Kamber	20	802	12030.00	48.12	1203.00	18.05	360.90	3.25	69.41	277.65
20	Kashmore	14	506	10842.86	43.37	1084.29	16.26	325.29	2.93	62.56	250.25
21	Khairpur	46	1588	10356.52	41.43	1035.65	15.53	310.70	2.80	59.76	239.03
22	Naushero Feroze	51	1334	7847.06	31.39	784.71	11.77	235.41	2.12	45.28	181.11
23	Shaheed Benazirabad	36	1196	9966.67	39.87	996.67	14.95	299.00	2.69	57.51	230.03
24	Sukkur	48	1135	7093.75	28.38	709.38	10.64	212.81	1.92	40.93	163.72
25	Ghotki	22	703	9586.36	38.35	958.64	14.38	287.59	2.59	55.31	221.25
26	Mirpurkhas	39	901	6930.77	27.72	693.08	10.40	207.92	1.87	39.99	159.96
27	Sanghar	38	1124	8873.68	35.49	887.37	13.31	266.21	2.40	51.20	204.80
28	Tharparkar	22	637	8686.36	34.75	868.64	13.03	260.59	2.35	50.12	200.48
29	Umerkot	22	524	7145.45	28.58	714.55	10.72	214.36	1.93	41.23	164.92
	<b>Total:</b>	763.00	21407.00	264395.53	1057.58	26439.55	396.59	7931.87	71.39	1525.56	6,102

**2. FP commodities distribution plan from CW&S to CMWs on biannual basis**

District	Total Number of CMWs (B1-9)	CMWs REQUIREMENT FOR 2017-18												Total Weight per parcel for CMW- Yearly	Total Weight per parcel for CMW- Biannually	Total Weight per parcel for CMW- Yearly	Total Weight per parcel for CMW- Biannually
		Condoms				Pills				Injections							
		Clients	No: Required	Yearly Requirement per CMW	Weight in KG	Clients	Cycles Required	Yearly Requirement per CMW	Weight in KG	Clients	Injections	Yearly Requirement per CMW	Weight in KG				
Badin	183	1,830	183,000	1,000	4	2,562	33,306	182	2	1,537	6,148.80	34	0.30	6	3	1098	549
Dadu	209	2,090	209,000	1,000	4	2,926	38,038	182	2	1,756	7,022.40	34	0.30	6	3	1254	627
Ghotki	132	1,320	132,000	1,000	4	1,848	24,024	182	2	1,109	4,435.20	34	0.30	6	3	792	396
Hyderabad	67	670	67,000	1,000	4	938	12,194	182	2	563	2,251.20	34	0.30	6	3	402	201
Jacobabad	142	1,420	142,000	1,000	4	1,988	25,844	182	2	1,193	4,771.20	34	0.30	6	3	852	426
Jamshoro	71	710	71,000	1,000	4	994	12,922	182	2	596	2,385.60	34	0.30	6	3	426	213

District	Total	CMWs REQUIREMENT FOR 2017-18												Total	Total	Total	Total
Kamber	83	830	83,000	1,000	4	1,162	15,106	182	2	697	2,788.80	34	0.30	6	3	498	249
Karachi	124	1,240	124,000	1,000	4	1,736	22,568	182	2	1,042	4,166.40	34	0.30	6	3	744	372
Kashmora	75	750	75,000	1,000	4	1,050	13,650	182	2	630	2,520.00	34	0.30	6	3	450	225
Khairpur	153	1,530	153,000	1,000	4	2,142	27,846	182	2	1,285	5,140.80	34	0.30	6	3	918	459
Larkana	155	1,550	155,000	1,000	4	2,170	28,210	182	2	1,302	5,208.00	34	0.30	6	3	930	465
Matiary	59	590	59,000	1,000	4	826	10,738	182	2	496	1,982.40	34	0.30	6	3	354	177
Mirpur Khas	134	1,340	134,000	1,000	4	1,876	24,388	182	2	1,126	4,502.40	34	0.30	6	3	804	402
Nausheero Feroz	213	2,130	213,000	1,000	4	2,982	38,766	182	2	1,789	7,156.80	34	0.30	6	3	1278	639
Sanghar	170	1,700	170,000	1,000	4	2,380	30,940	182	2	1,428	5,712.00	34	0.30	6	3	1020	510
Shaheed Benazir Abad	171	1,710	171,000	1,000	4	2,394	31,122	182	2	1,436	5,745.60	34	0.30	6	3	1026	513
Shikarpur	125	1,250	125,000	1,000	4	1,750	22,750	182	2	1,050	4,200.00	34	0.30	6	3	750	375
Sujawal	22	220	22,000	1,000	4	308	4,004	182	2	185	739.20	34	0.30	6	3	132	66
Sukkur	57	570	57,000	1,000	4	798	10,374	182	2	479	1,915.20	34	0.30	6	3	342	171
Tando Allah Yar	114	1,140	114,000	1,000	4	1,596	20,748	182	2	958	3,830.40	34	0.30	6	3	684	342
TMK	144	1,440	144,000	1,000	4	2,016	26,208	182	2	1,210	4,838.40	34	0.30	6	3	864	432
Tharpar kar	102	1,020	102,000	1,000	4	1,428	18,564	182	2	857	3,427.20	34	0.30	6	3	612	306
Thatta	87	870	87,000	1,000	4	1,218	15,834	182	2	731	2,923.20	34	0.30	6	3	522	261
Umer Kot	123	1,230	123,000	1,000	4	1,722	22,386	182	2	1,033	4,132.80	34	0.30	6	3	738	369
<b>Total</b>	<b>2,915</b>	<b>29,150</b>	<b>2,915,000</b>	<b>24,000</b>	<b>96</b>	<b>40,810</b>	<b>530,530</b>	<b>4,368</b>	<b>39</b>	<b>24,486</b>	<b>97,944</b>	<b>806</b>	<b>7</b>	<b>143</b>	<b>71</b>	<b>416845</b>	<b>206965</b>

### Important Notes:

- The weight calculation is given based on Procuring Agency's previous experience and the current available stocks; however, it may change depending on changing of suppliers of contraceptives. Therefore, bidders will quote per kg rate against each item for collection from the Central Warehouse, SITE Area, Karachi and then repackaging them as per the exact quantities provided by Population Welfare Department, Government of Sindh, then transporting the repackaged parcels to the Lady Health Supervisors working under LHW Program Sindh in the respective health facilities of all the Districts of Sindh and at the addresses of the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh. The Population Welfare Department, Government of Sindh will be responsible to provide the exact quantities needed by each Lady Health Supervisor and Community Midwives along with the addresses in all the districts of Sindh where the repackaged supplies will be required to be delivered.
- The delivery schedule given in the Special Conditions of Contract herein elaborates the frequency with which the stocks are to be picked, transported, repackaged and then delivered at the desired destinations in all the districts of Sindh.
- For the purpose of bid security calculation, an estimated kilograms are given. The Procuring Agency reserves the right to increase or decrease contraceptives to be transported depending on total requirement of the province.
- Bidders will quote rate for **Per Kilogram** weight in Pak Rupees for all commodities that must

include all associated jobs and cost which include, but not limited to; collection of district stocks for both Lady Health Supervisors and Community Midwives from the Central Warehouse and Supplies Karachi and then repackaging the stocks in accordance with the details provided by Population Welfare Department for the Lady Health Supervisors in the respective health facilities of all the Districts of Sindh and the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh, loading/unloading and toll taxes (federal, provincial and districts)etc.

- v. Delivery time from CW&S Karachi to each district will be 7-10 days subject to Force Majeure Clause of GCC.
- vi. The firm will be responsible for all types of traffic violation fines (challan), accidents or loss of commodities.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Scope of Work:**

The Population Welfare Department of Sindh Government is procuring Contraceptives every year which are being stored at the Central Warehouse, located at F- 508, Sindh Industrial Trading Estate (S.I.T.E.) Area, Karachi for further supply to Lady Health Supervisors working under Sindh LHW Program in respective health facilities of all districts of the province. The timely distribution of contraceptive commodities to district stores is very much essential for the success of Health programs of Sindh that require a careful planning with intensive monitoring and coordination of distributions to ensure commodity security at all levels. Through this invitation for bids, the PWD Sindh intends to hire services of transporters for distribution of contraceptives to all Lady Health Supervisors working under LHW Program Sindh in the respective health facilities of all the Districts of Sindh and at the addresses of the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh. The firm would be responsible for collection of district stocks from the Central Warehouse and Supplies (CW&S) Karachi on periodic basis as indicated in the delivery schedule available in the Special Conditions of Contract herein and then repackaging the stocks at their own facility/premises in accordance with the parcel requirements for all Lady Health Supervisors working under CMWs as shared by Population Welfare Department and then to be finally delivered to all the Lady Health Supervisors working under LHW Program Sindh in the respective health facilities of all the Districts of Sindh and at the addresses of the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh. The repackaged parcel should conform to the stocks requirements of Lady Health Supervisors as well as Community Midwives as enunciated in the schedule of requirements. The Population Welfare Department, Government of Sindh will be responsible to provide the exact quantities needed by each Lady Health Supervisor and Community Midwife along with the exact addresses in all the districts of Sindh where the repackaged supplies will be required to be delivered.

It is pertinent to note that the repackaged stock of Lady Health Supervisors will be delivered at the addresses of the district health facilities in all the districts of Sindh as provided by Population Welfare Department, whereas the repackaged stock of Community Midwives will be delivered at their home addresses which will also be provided by Population Welfare Department to be successful bidder.

### **2. Objectives:**

- i. Hiring of capable and efficient transporter with office network in Karachi and major cities of Sindh and having sufficient experience in repackaging and transportation of goods across the country particularly health commodities to all districts of Sindh province.
- ii. Ensure 100 percent contraceptive stocks availability with Lady Health Supervisors in respective health facilities of all 29 districts of Sindh through proper repackaging at firm's own facility/premises as well as with the Community Midwives in accordance with the parcel requirements indicated in the schedule of requirements, efficient transportation and distribution systems
- iii. Ensure timely distribution of contraceptive commodities to each districts of the province as per their requirements and distribution plan given in the delivery schedule available in the Special Conditions of Contract herein.

### **3. Definitions**

3.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser (Population

Welfare Department) and the Supplier, as recorded in the Agreement 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 those supplies which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services required for collection of district stocks from the Central Warehouse and Supplies (CW&S) Karachi on periodic basis as indicated in the delivery schedule available in the Special Conditions of Contract herein and then repackaging the stocks at their own facility/premises in accordance with the parcel requirements for all Lady Health Supervisors working under CMWs as shared by Population Welfare Department and then to be finally delivered to all the Lady Health Supervisors working under LHW Program Sindh in the respective health facilities of all the Districts of Sindh and at the addresses of the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh. The repackaged parcel should conform to the stocks requirements of Lady Health Supervisors as well as Community Midwives as enunciated in the schedule of requirements. The Population Welfare Department, Government of Sindh will be responsible to provide the exact quantities needed by each Lady Health Supervisor and Community Midwife along with the exact addresses in all the districts of Sindh where the repackaged supplies will be required to be delivered. The repackaged parcel should conform to the stocks requirements of Lady Health Supervisors and Community Midwives as enunciated in the schedule of requirements, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means Special Conditions of the Contract.
- (g) "The Purchaser" means "Population Welfare Department, Government of Sindh"
- (h) "The Supplier" means the individual or firm supplying the goods under this Contract.
- (i) "Day" means calendar day.

#### **4. Standards**

- 4.1. The services provided under this Contract shall conform to the standards mentioned in the schedule of requirement and technical specifications.
- 4.2 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the firm hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of this Contract.

#### **5. Use of Contract Documents and Information**

- 5.1. The Firm shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Firm shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on

- completion of the Firm's performance under the Contract if so required by the Purchaser.
54. The Firm shall permit the Purchaser to inspect the Firm's accounts and records relating to the performance of the Firm.

**6. Delivery and Documents**

- 6.1 The Firm, in accordance with the terms and manner specified in the Schedule of Requirements as well as the delivery schedule given herein, shall make delivery of services.
- 6.2 The Firm shall furnish all documentation necessary for completion of the services, at the time of delivery and in the manner prescribed.
- 6.3 The services rendered under the Contract shall be inclusive of all taxes under which risk is transferred to the buyer after the Services having been delivered;

**7. Insurance**

- 7.1. The firm shall be solely responsible for Insurance of the Goods being transported as per contract.

**8. Transportation**

- 8.1 The Firm shall arrange such vehicles for transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- 8.2 All costs associated with the transportation of the goods subject to this contract shall be borne by the Firm.
- 8.3 Contraceptive commodities are to be delivered from the Central Warehouse & Supplies, Karachi to all desired destinations of the province.
- 8.4 The bidder will submit only one rate against transportation to each district including loading/unloading charges. All taxes/duties levied by Government will be paid by bidders.
- 8.5 Bidders are required to indicate their NTN number and provide attested photocopy of NTN, issued by Income Tax Authorities, with the technical bid as eligibility criteria, otherwise bid will be rejected.
- 8.6 The person signing the bid on behalf of the bidder must specify his / her / their authority, that is to say, whether he/she signs as the sole proprietor, acting managing partner / director/acting director, manager, secretary of the firm and if so he/she shall have to produce copy of the documents authorizing him/her to sign the bid. They should be done accordingly under his / her / their signature and official stamp. Further he/she is required to submit photocopy of the partnership or ownership registration deed failing which his/her/their offer will be declared as ineligible
- 8.7 The Firm will not assign or sublet the contract to any other firm / person without prior permission of the procuring agency in writing otherwise the contract / agreement will be treated as cancelled and the performance guarantee/security will be forfeited to the Government Account.
- 8.8 The Firm will have to deliver the commodities immediately through heavy trucks / containers / mini trucks from the Central Warehouse & Supplies, Karachi to the desired destinations in all 29 districts of Sindh. In the event of failure, refusal, negligence or unsatisfactory performance on their part, the contract / agreement will be cancelled and performance guarantee/security will be forfeited to Government Account and the firm will be blacklisted.
- 8.9 The Firm will provide sufficient trucks and will cover the consignment by Tarpaulin so as to safeguard the consignment from rain/storm. In case of any breakup of vehicle, the firm will be responsible to transport the consignment by providing back up facility/arranging alternate trucks to the destination in safe and sound condition.

- 8.10 The Firm will be responsible for quantity & quality of goods under transportation, their losses / damages or deterioration/missing of the materials while under their charge / carriage and custody. The value of goods lost or damaged shall be fixed on the basis of actual cost. The decision of the procuring agency in fixing the cost / extent of damages / losses shall be final and not challengeable in any Court of Law and the same will be acceptable to the Transporter; and the Transporter, without any prejudice or even having any other liability or liabilities, will immediately make good the losses / damages to the Government.
- 8.11 The firm will handle the consignment carefully and all necessary precautionary measures would be adopted to safeguard their labor from any intoxication/accident. Any intoxication/accident to the labor during loading/unloading and transportation of material, will entirely be the responsibility of the firm.
- 8.12 The value of material lost or damaged shall be recovered from the bills, performance guarantee/security or through Court of Law from the firm in case the value of loss or damages exceeds firm's dues and bid security.
- 8.13 The Firm will submit their bills in duplicate soon after completion of supplies to the Purchaser for payment. Income Tax at the rate specified in SCC, will be deducted from each payment or any other applicable taxes imposed by the Government.
- 8.14 The Purchaser reserves the right at the time of issuance of Purchase order to increase or decrease the quantities of commodities which will aligned with the actual requirement of each district.

**9. Incidental Services:**

- 9.1 The Firm shall be required to provide the incidental services as specified in the SCC and the cost of which is included in the total bid price.

**10. Warranty/Insurance**

- 10.1 All services subject to this contract shall be carried under necessary warranty/insurance in the manner prescribed in the SCC.
- 10.2 The Purchaser shall promptly notify the Firm in writing of any claims arising under this warranty.

**11. Payment**

- 11.1 The purchaser shall make payments to the Supplier in accordance with the conditions set forth in the Payment Schedule agreed and annexed to this contract.
- 11.2 The currency of payment shall be Pakistan Rupee.

**12. Prices**

- 11.1 Prices charged by the Firm for services rendered under the Contract shall not vary from the prices quoted by the Firm in its bid and shall remain the same till the expiry of the contract unless the Parties to this contract mutually agree to vary the prices.

**13. Contract Amendments**

- 12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

**14. Assignment**

- 13.1 The Firm shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.



## **15. Subcontracts**

15.1 The Firm shall not be allowed to sublet and award subcontracts under this Contract.

## **16. Delays in the Supplier's Performance**

- 16.1 If at any time during performance of the Contract, the Firm encounters conditions impeding timely delivery of the services, the Firm shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as is practicable after receipt of the Firm's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Firm's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by an amendment to the Contract.
- 16.2 Except as provided under GCC Clause 16.1, a delay by the Firm in the performance of its delivery obligations shall render the Firm liable to the imposition of liquidated damages as prescribed in the SCC, unless the parties to this contract mutually agree for extension of time.

## **17. Termination for Default**

- 17.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Firm, may terminate this Contract in whole or in part:
- (a) if the Firm fails to deliver any or all services the goods within the period(s) specified in the Contract and subsequent purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or
  - (b) if the Firm fails to perform any other obligation(s) under the Contract.
  - (c) if the Firm, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause Corrupt and fraudulent practices as defined under Sindh Public Procurement Rules 2010, amended 2013 will be applied.

## **18. Force Majeure**

- 181 The Supplier shall not be liable for forfeiture of its Performance Guaranty, or termination/ blacklisting for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Firm and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes.
- 182 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Purchaser shall examine the merits of the case and all reasonable alternative means for completion of purchase order under the Contract and inform the Firm of its findings promptly.
- 183 Unless Purchaser informs the Firm in writing of its agreement on the application of force majeure, the Firm shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

## **19. Termination for Insolvency**

- 19.1 The Purchaser may at any time terminate the Contract by giving written notice of one-month time to the Firm if the Firm becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Firm, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

## **20. Arbitration and Resolution of Disputes**

- 20.1 The Purchaser and the Firm 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.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Firm have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 20.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration under the Arbitration Act of 1940 (As amended from time to time).

## **21. Governing Language**

- 21.1 The Contract shall be written in English language. 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.

## **22. Applicable Law**

- 22.1 This Contract shall be governed by the Laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

## **23. Notices**

- 23.1 Any Notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing and on the others address specified in SCC.
- 23.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **24. Taxation**

- 24.1 All taxation, whether Federal, Provincial or local, shall be borne by the Firm.

## **25. Extension**

- 25.1 If required, the contract can be extended for period mutually agreed by the Purchaser and Firm under the Law.

### **SPECIAL CONDITIONS OF CONTRACT**

Special conditions of contract shall be concluded between the procuring agency and the successful bidder(s) during purchase committee meeting for approval of Bid(s) in addition to following: -

**1. Bid Security**

Bid security @3% of the total bid price will be in the shape of Call Deposit issued in favor Of Secretary, Population Welfare  
Department, Sindh, Karachi

attached with the quoted documents.

**2. Performance Guaranty / Security**

On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 10% of the contract amount. The performance guarantee/security shall be deposited in the shape of deposit at call. The said security will be released after successful completion of the contract.

**3. Delivery Schedule**

- i. The Firm is required to make province- wide distribution plan, keeping in mind and equitable to clusters of district.
- ii. PWD Sindh shall submit the consolidated province-wide distribution plan with the CW&S, Karachi and a copy will be provided to the Firm for distribution.
- iii. Within one week of receiving the distribution plan, the Firm shall execute distribution and pick up supplies from CW&S Karachi in close coordination with the management of CW&S, Karachi.
- iv. After picking up supplies from CW&S Karachi and repackaging the its own site, the deliveries to desired destination in all districts should be completed within 7 to 10 days by the Firm.
- v. In certain locations / facilities, the procuring agency may alter delivery schedule in consultation with the recipient owing to storage capacity (of recipient) for which the concerned parties e.g. CW&S, EDO Office, Sindh LHW Program Coordinator, Sindh MNCH Program Coordinator will need to be informed in advance.
- vi. The Firm will deliver one year's stock to the Lady Health Supervisors working under LHW Program Sindh in the respective health facilities of all the Districts of Sindh. The remaining stock will be delivered on quarterly basis to the same destinations.
- vii. The Firms will deliver nine months' stock at the given addresses of the CMWs in all the districts of Sindh working under MNCH Program, Department of Health, Government of Sindh. The remaining stock will be delivered biannually at the given addresses of all the CMWs.
- viii. The Department may issue special Work Order other than the scheduled Supplies under the consolidated distribution plan as per the Contract and approved rates, and the Firm/Transport Co. will be bound to execute the Work Order whatsoever the quantity of commodities would be ordered for Transportation.

**4. Performance Indicators**

- i. All the deliveries will be tracked and traced by the firm's designated representative through online tracker system, to be provided by the firm
- ii. Regular & timely alerting of dispatch and delivery using modern technologies (Online Tracking System, SMS, WhatsApp, email, web etc).
- iii. During distribution of supplies, the Firm will submit a weekly report on timely delivery with GDN as per distribution and transportation plans from all delivery points.
- iv. Submission of GDNs on weekly basis.

**5. Payment terms**

- I. Advance payment will not be made to the firm; payment will be made through cross cheque after receipt of goods delivery note duly signed by the districts' authority.
- II. The Firm shall submit invoices and deliverables for each distribution, an original and

one copy for each separate Work Order in accordance with the Contract. The Firm shall be paid in Pak Rupees after receipt and acceptance of an invoice.

- III. Each separate work order invoice shall include:
  - a. Firm name and address
  - b. Contract number and the subsequent Work Order number and date
  - c. Period covered by the invoice number
  - d. Goods Delivery Note.
- IV. A preferred reporting format will be mutually developed by the purchaser and successful Bidder.
- V. Each voucher submitted by the Firm shall contain the following certification, signed by an authorized representative of the Firm:

*The undersigned hereby certifies that (1) this voucher and any attachments have been prepared from the books and records of the Firm in accordance with the terms of the Contract, and to the best of my knowledge and belief, that they are correct; that the sum claimed is proper and due; which have been satisfactorily provided / performed; that the quantities and amounts involved CW&S Karachi approvals; and (II) appropriate refund shall be made to PWD Sindh promptly upon requests if PWD determines that any amount previously paid was not properly payable.*

9. **Insurance:**

The goods supplied under the Supply Order shall be delivered to the end point safely by the Firm/Transport Company and hence insurance coverage is Firm / Transport Company's responsibility therefore, they may arrange appropriate full insurance coverage.

9. **Penalties/ Liquidated Damages:**

- a) In case of late delivery of goods beyond the period specified in the schedule of requirements, penalty @ Rs. 1000/- per day on that specific consignment will be levied.
- b) In case of total failure in Transportation/ Supply the amount of Performance Guaranty/ Security shall be forfeited and the firm shall be blacklisted minimum for a period of two years. Onus of proof of innocence shall be on the Firm.

10 **Schedule of Requirement:**

The successful bidders will be responsible for delivery of supplies as per delivery schedule given above and work order issued as per the signed agreement/Contract.

- 11. **Arbitration and Resolution of Disputes:** In case of any dispute, concerning the interpretation and / or application of this Supply Order shall be settled through arbitration. The Secretary, Law & Justice Department of the Sindh shall act as sole ARBITRATOR. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

12 **Price Reasonability Certificate:**

Where response to a Bid inquiry will be poor or a single offer received or rate received is otherwise considered to be on the higher side, the following certificate shall be demanded from the bidder to ensure the reasonableness of the quoted price

**“CERTIFIED THAT THE PRICE QUOTED TO THIS DEPARTMENT IN THIS BID ARE NOT MORE THAN THE PRICES CHARGED FROM ANY DEPARTMENT/ORGANIZATION IN THE COUNTRY AND IN CASE OF DISCREPENCY, THE BIDDER HEREBY UNDERTAKES TO REFUND THE PRICE IN EXCESS”**

**Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Sindh Public Procurement Rules 2010, amended 2013.

## ***Bid Forms***

### **Performance Guarantee Form**

To: *[Name & Address of the Procuring Agency]*

**Whereas** *[Name of Firm]* (hereinafter called "the Firm") has undertaken, in pursuance of Contract No. *[Number]* dated *[date]* to provide transportation services for Supply of *[description of goods]* (hereinafter called "the Contract").

**And whereas** it has been stipulated by you in the said Contract that the Firm shall furnish you with a C.D.R by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Firm's performance obligations in accordance with the Contract. Which will be released after expiry of warrantee period?

**And whereas** we have agreed to give the Firm a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Firm, 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 Firm 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 \_\_\_\_\_, 2018

Signature and Seal of the Guarantors/Bank

Address

Date

**Note: It should be valid for a period equal to the contract period.**

**The contract will be signed/ issued after submission of this Performance Security.**



**Principal Bidder's Authorization Form**

[See Clause 1. of the Instruction to Bidders] To: *[name of Procuring Agency]*

**WHEREAS** *[name of the Principal Bidder]* who are established and reputable Transport/Logistic/Courier co. of *[Transportation/Logistic/Courier Services]* having dealers at *[address of Dealer]* do hereby authorize *[name and address of Firm / Transport Company / 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 services provided by us.

We hereby extend our full guarantee and warranty as per the Conditions of Contract for the services offered for supply/ transportation of Good by the above firm against this Invitation for Bids.

*[Signature for and on behalf of Principal Firm / Bidder]*

**Note:** This letter of authority should be on the letter head of the Principal Firm and should be signed by a person competent and having the power of attorney to bind the Principal. It must be provided by the Bidder in the technical bid.

### **Contract Form**

**THIS CONTRACT** is made at                      on                      day of                      2018,                      Population Welfare Department, Government of Sindh (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

**WHEREAS** the Procuring Agency invited bids for procurement / hiring of transportation services, in pursuance where of M/s (*firm name*) being the Transporter/ Logistic/Courier Co/ authorized Dealer/ authorized Agent of (Principal/ Main company's name) in Pakistan and ancillary services offered for Transportation of contraceptive commodities from CWH, Karachi to the desired destination in all districts of Sindh; and Whereas the Procuring Agency has accepted the bid by the Supplier for the Transportation of Commodities at the rates given in the price schedule.

### **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 integral part of this Contract, viz:-
  - a. the Price Schedule submitted by the Bidder,
  - b. the Schedule of Requirements;
  - c. the Technical Specifications;
  - d. the General Conditions of Contract;
  - e. the Special Conditions of Contract;
  - f. the Procuring Agency's Notification of Award;
  - g. the scope of work;
  - h. the Contract; and
  - i. the Bid & its clarifications.
  - j. the contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the Procuring Agency to the Firm as hereinafter mentioned, the Firm hereby covenants with the Procuring Agency to provide the Services for supply of Commodities and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Firm in consideration of the provision of 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 by this Contract.
5. [The Firm] 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 administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Sindh) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Firm] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its

affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Sindh, except that which has been expressly declared pursuant hereto.

7. *[The Firm]* certifies that has made and shall make full disclosure of all Agreements and arrangements with all persons in respect of or related to the Transaction with Government of the Sindh and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. *[The Firm]* 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 Government of Sindh under any law, Contract or other instrument, be void ab initio at the option of Government of Sindh.
9. Notwithstanding any rights and remedies exercised by Government of Sindh in this regard, *[The Firm]* agrees to indemnify Government of Sindh for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Sindh in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Firm]* 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 Government of Sindh.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary, Law, Justice and Human Rights Department or his nominee shall act as sole arbitrator. The decisions taken and/or award made 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 Pakistan shall have exclusive jurisdiction.

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 Firm/Transport  
Company

Authorized Dealer/ authorized Agent

Signed/ Sealed by Procuring Agency

1.

1.

2.

2.

**Financial Bid Form**

To: *[Name and address of Procuring Agency]*

Date:

Bid:

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the transportation of goods specified in and in conformity with the said Bidding Documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

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 shall obtain an unconditional guarantee in shape of C.D.R of a bank in the sum of

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percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bid opening under Instructions to Bidders, 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.

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

Name and address of bidder  
Currency (if none, state "none")."

Amount and

Dated this day of , 2017

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of .

Attachment

**Price Schedule**

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

Address\_\_\_\_\_

Bid No. -----

**Price Schedule for Lady Health Supervisors**

S.N	District	Per KG Rate Inclusive of All Taxes ( for all commodities as mentioned in the List of Commodities to Be Transported from CWH Karachi to	Approximate Total weight ( All Commodities as given in the List of Commodities to be Transported ) (KG)	Total Cost (Rs) <i>[per kg rate x each district total</i>	Bid Security @ 3 % of the Total Bid Value (Rs)
1	Badin		195.9		
2	Dadu		227.1		
3	Hyderabad		124.4		
4	Sujawal		354.9		
5	Jamshoro		207.3		
6	Tando Allahyar		244.2		
7	Thatta		261.0		
8	Matari		173.1		
9	Tando Muhammad		311.6		
10	Karachi West		149.1		
11	Karachi East		156.7		
12	Korangi		155.0		
13	Karachi Central		184.0		
14	Karachi South		142.3		
15	Malir		172.9		
16	Jacobabad		380.8		
17	Larkana		214.6		
18	Shikarpur		154.3		
19	Kamber		277.7		
20	Kashmore		250.3		
21	Khairpur		239.0		
22	Naushero Feroze		181.1		
23	Shaheed Benazirabad		230.0		
24	Sukkur		163.7		
25	Ghotki		221.3		
26	Mirpurkhas		160.0		
27	Sanghar		204.8		
28	Tharparkar		200.5		
29	Umerkot		164.9		

<b>Total</b>	<b>6102.2</b>		
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**Price Schedule for Community Midwives**

<b>S.N</b>	<b>District</b>	<b>Per KG Rate Inclusive of All Taxes</b> ( for all commodities as mentioned in the List of Commodities to Be Transported from CWH Karachi to each district store)	<b>Approximate Total weight</b> ( All Commodities as given in the List of Commodities to be Transported ) (KG)	<b>Total Cost (Rs)</b> <i>[per kg rate x each district total weight]</i>	<b>Bid Security @ 3 % of the Total Bid Value (Rs)</b>
1	Badin		1098		
2	Dadu		1254		
3	Hyderabad		402		
4	Sujawal		132		
5	Jamshoro		426		
6	Tando Allahyar		684		
7	Thatta		522		
8	Matiari		354		
9	Tando Muhammad Khan		864		
10	Karachi		744		
11	Jacobabad		852		
12	Larkana		930		
13	Shikarpur		750		
14	Kamber		498		
15	Kashmore		450		
16	Khairpur		918		
17	Naushero Feroze		1278		
18	Shaheed Benazirabad		1026		
19	Sukkur		342		
20	Ghotki		792		
21	Mirpurkhas		804		
22	Sanghar		1020		
23	Tharparkar		612		
24	Umerkot		738		
<b>Total</b>			<b>416845</b>		

**Note: In case of discrepancy between unit price (Per K.G Rate) and total, the unit price (Per K.G Rate) shall prevail.**

**Sign and Stamp of Bidder**\_\_\_\_\_

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