



**GOVERNMENT OF SINDH
HEALTH DEPARTMENT**

Phone: 021-99203108/Fax: 021-9920420

TENDER NOTICE

Sealed Bids are invited from various Manufacturers / Importers / Distributors for the supply of items mentioned below as per procedure laid down under Rule 46(2) of Sindh Public Procurement Rules 2010. A complete set of bid documents can be purchased from the office of the Additional Secretary (PM & I), Health Department, Government of Sindh, Block – 24, Shahra-e-Liaquat, Karachi on submission of written application upon cash payment of non refundable fee mentioned below from the date of publication of advertisement in the news papers upto 16-09-2011. The bids must be delivered on opening date i.e. upto 11.00 a.m, which will be opened publicly in presence of the bidders or their authorized representatives who choose to attend on same day at 12.00 noon All bids must be accompanied by a bid security @ 2.5% of the total bid cost in shape of pay orders / Bank Drafts.

The procuring agency reserves the right to accept / reject any / all bids under the relevant provisions of SPPRA Rules 2010.

Description of Stores

Cost of Tender

Tender No. 1: Anti Dengue (Supplies of Pesticides)	Rs. 2000/-
Tender No. 2: Anti Dengue (Supplies of kits and bags)	Rs. 2000/-
Tender No. 3: Machinery / Equipment	Rs. 2000/-

N.B:-

- **For Tender No. 1:** The manufacturers must be prequalified by the WHO. Certificate of WHO must be attached with the bid.
- Bids must be in Pak Rupees.
- In case Govt. announces any Public Holiday then tender will be opened on next working day.
- All quotations shall include Govt. Taxes including GST if applicable.
- Information regarding this NIT may also be downloaded from SPPRA website: www.pprasindh.gov.pk


DR. INSAF AHMED MAGSI
DEPUTY SECRETARY (PM&I)



GOVERNMENT OF SINDH HEALTH DEPARTMENT

Procurement Monitoring & Inspection Cell

Block# 24, Sindh Secretariat 4-A

Karachi.

**Tender No. 02 : Anti Dengue
(Supplies of Mega Unit Bags / Kits)**

Due on: September 16th, 2011

Acronyms

BDS	Bid Data Sheet
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to (<i>place</i>)
CPM	Critical Path Method
EDI	Electronic Data Interchange
ENAA	Engineering Advancement Association of Japan
EXW	Ex factory, ex works or ex warehouse
FCA	Free Carrier
FIDIC	Fédération Internationale des Ingénieurs Conseils (International Federation of Consulting Engineers)
FOB	Free on Board
GCC	General Conditions of Contract
IBRD	International Bank for Reconstruction and Development
ICC	International Chamber of Commerce
IDA	International Development Association
IFB	Invitation for Bids
ITB	Instructions to Bidders
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law
LC	Letter of Credit

Section I. Invitation for Bids.

1. This invitation for bids follows the general procurement notice that appeared in newspapers dated 11th September, 2011 and on Sindh Public Procurement Regulatory Authority website.
2. The Department of Health now invites sealed bids from eligible bidders for Supply of Pesticides.
3. Bidding will be conducted under SPP Rules 2010 clause 46(2). Bidding procedures specified in this document is open to all eligible bidders.
4. Interested eligible bidders may obtain further information from the office of the Additional Secretary (Procurement Monitoring & Inspection Cell) Health Department at the address given below during the office hours.
5. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the address below and upon cash payment of a nonrefundable fees of Rs. 2000/-.
6. Bids must be delivered to the address below on 16.09.2011 up to *11:00 a.m.* All bids must be accompanied by a bid security / earnest Money @ $2\frac{1}{2}$ % of the Total bid cost in local currency or an equivalent amount in shape of Pay orders / Bank Draft. Late bids will be rejected. Bids will be opened in the presence of the bidder's authorized representatives who choose to attend at the address below on same day at *12:00 noon.*

Address:

**Block# 24, Sindh Secretariat 4-A
Karachi.
Phone: 021-99203108
Fax: 021-99204203**

Section II. Instructions to Bidders

A. Introduction

1. **Source of Fund** 1.1 The Government of Sindh has allocated funds for procurement Anti Dengue (Supply of Bags / Kits) due to emergent situation of Dengue Virus during the financial year 2011-2012.
2. **Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all interested bidders / manufacturer or their sole distributor for supply of Bags / Kits.
 - 2.2 Bidders shall have valid NTN number and shall be Registered with FBR for GST.
 - 2.3 The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
 - 2.4 Firm should not be black listed.
3. **Cost of Bidding** 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

4. **Content of Bidding Documents** 4.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:
 - Invitation for Bids (IFB)
 - Instructions to Bidders (ITB)
 - Bid Data Sheet (BDS)
 - General Conditions of Contract (GCC)
 - Special Conditions of Contract (SCC)
 - Schedule of Requirements (SR)
 - Technical Specifications (TS)
 - Forms and Procedures (FP)
 1. Bid Form and Price Schedules
 2. Form of Contract Agreement
- 4.2 The Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

C. Preparation of Bids

5. **Documents Comprising the Bid** 5.1 The bid prepared by the Bidder shall comprise the following documents:
 - (a) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in ITB Sub-Clause 5.2 below.
 - (b) Price Schedules duly completed by the Bidder.

- 5.2 Each Bidder shall submit with its bid the following attachments:
- (a) Attachment 1: Bid Security
A bid security furnished in accordance with ITB Clause 9.1.
 - (b) Attachment 2: Power of Attorney
A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 11.
 - (c) Attachment 3: Bidder's Eligibility and Qualifications
The documentary evidence of the Bidder's qualifications to perform the contract, if its bid accepted, shall establish to the procuring agency's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and in particular, meets the experience and other criteria outlined in the Bid Data Sheet.
 - (d) Attachment 4: Eligibility and Conformity of the Facilities
 1. The documentary evidence of the conformity of the facilities to the bidding documents may be in the form of literature, drawings and data, and shall furnish detailed description and characteristics of the quoted item;
 - (e) Attachment 5: Authority letter from the manufacturer.
The Bidder should attached sole agency certificate / authority letter from the manufacturer on whose behalf they are participating in the tender.
 - (f) Attachment 6: Tender Purchase Receipt
 - a. The original tender purchase receipt issued by the procuring agency should be attached along with Technical bid.
 - b. Bidders shall purchase separate tender document and furnish purchase receipts for alternate offer, in case they want to submit alternate offer. Any item's bid with alternate offers with out separate purchase receipt (Original) are supposed to be rejected.

- 6. Bid Form and Price Schedules** 6.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents as indicated therein and in the Subsection "Bid Form and Price Schedules" of the bidding documents.
- 7. Bid Prices** 7.1 **Unless otherwise specified in the Technical Specifications, bidders shall quote the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the procurement & delivery may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract.**

7.2 The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

8. Bid Currencies

8.1 Prices shall be quoted in Pak currency.

9. Bid Security

9.1 The Bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the Bid Data Sheet in the shape of Pay order / Bank Draft from a reputable entity located in the country. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period.

9.2 Any bid not accompanied by an acceptable bid security shall be rejected as being non-responsive.

9.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the bid validity period.

9.4 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, and has furnished the required performance security,

9.5 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form

(b) in the case of a successful Bidder, if the Bidder fails to supply within the specified time limit

(i) to sign the Contract Agreement, in accordance with ITB Clause 27, or

(ii) to furnish the required performance security, in accordance with ITB Clause 28.

10. Period of Validity of Bid

10.1 Bids shall remain valid for the period of Forty-five (45) days named in the Bid Data Sheet after the closing date prescribed by the procuring agency for the receipt of bids. A bid valid for a shorter period shall be rejected by the procuring agency as being non-responsive.

10.2 In exceptional circumstance, the procuring agency may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Bidder accepts to prolong the period of validity, the bid security 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 or permitted to modify its bid.

11. Format and Signing of Bid

- 11.1 The Bidder shall prepare bid comprise one single envelop containing separately financial proposal and technical proposal in original. The Envelop shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letter to avoid confusion.
- 11.2 The financial and technical bids, each consisting of the documents listed, 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 contract. The letter of authorization shall be indicated by written power of attorney, accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 9.2. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

D. Submission of Bids

12. Sealing and Marking of Bids

- 12.1 The Bidder shall seal the technical and financial bids in separate envelopes, duly marking the envelopes as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”. The envelopes shall then be sealed in an outer envelope.
- 12.2 The inner and outer envelopes shall
 - (a) be addressed to the procuring agency at the address given in the Bid Data Sheet, and
 - (b) bear the contract for name indicated in the Bid Data Sheet, the Invitation for Bids title and number indicated in the Bid Data Sheet, and the statement “DO NOT OPEN BEFORE 16.09.2011.
- 12.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.”
- 12.4 If the outer envelope is not sealed and marked as required, the procuring agency due to any reason will assume no responsibility for the bid’s misplacement or premature opening.
- 12.5 In Technical Proposal the bidder must provide the original Data sheet, Technical brochure, Income Tax, Sales Tax, Sole Agency certificate & other documents, otherwise the bid will be ignored.
- 12.6 In Financial Proposal, the bidder should provide bid security / earnest money at the rate of 2.5% of the quoted value. A photocopy of the same should be attached with Technical Proposal but its value must not be disclosed and this can be achieved by placing a piece of paper on the place where amount is mentioned.

13. Deadline for Submission of Bids

- 13.1 Bids must be received by the procuring agency at the address specified no later than the time and date stated in the invitation of bids.
- 13.2 The procuring agency may, at its discretion, extend this deadline for submission of bids.

- 14. Late Bids** 14.1 Any bid received by the procuring agency after the bid submission deadline prescribed by the procuring agency, will be rejected and returned unopened to the Bidder.
- 15. Modification and Withdrawal of Bids** 15.1 The Bidder may withdraw its bid after submission, prior to the deadline prescribed for bid submission.
15.2 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. Bid Opening and Evaluation

- 16. Opening of Bids by procuring agency** 16.1 The procuring agency will open all bids, in the presence of authorized bidders' representatives who choose to attend, at the time, on the date and the place specified in the Invitation of Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance.
16.2 The bidders' names, and the presence or absence of bid security, and any such other details as the procuring agency 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.
16.3 The procuring agency will prepare minutes of the bid opening.
16.4 The bids found having without Bid Security (Earnest money) will also be returned the bidders. However, prior to return to the bidder, the chairman of the purchase committee will record statement /reason on such bids. Bids that are not opened and read out / announced at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
16.5 **Single stage (Two envelopes):**
i) initially, only the envelope marked "Technical proposal" shall be opened;
ii) the envelope marked as "financial proposal" shall be retained in the custody of the procuring agency.
- 17. Clarification of Bids** 17.1 During bid evaluation, the procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.
- 18. Preliminary Examination of Bids** 18.1 The procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
18.2 Bids shall be submitted either by the manufacturer or its authorized contractor, if submitted by the manufacturer itself then bid of authorized contractor will be rejected.
18.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price,

which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.

- 18.4 Prior to the detailed evaluation, the procuring agency will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

18.5 Conditional bid(s) will not be entertained.

19. Technical Evaluation

- 19.1 The procuring agency will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) overall completeness and compliance with the Technical Specifications.
 - (b) any other relevant factors, if any, listed in the Bid Data Sheet, or that the procuring agency deems necessary or prudent to take into consideration.

20. Financial Evaluation

- 20.1 Pursuant to ITB Clauses, the following evaluation methods will be followed:
- (a) ***Time schedule (program of performance)***
The supplies completed within the period named in the Bid Data Sheet after the effective date specified in the Form of Contract Agreement. Bids offering a completion date beyond the maximum designated period shall be rejected.

21. Contacting the procuring agency

- 21.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the procuring agency on any matter related to its bid, it should do so in writing.
- 21.2 Any effort by a Bidder to influence the procuring agency in the procuring agency's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

F. Award of Contract

- 22. Post-qualification**
- 22.1 In the absence of prequalification, the procuring agency will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.
- 22.2 The determination will take into account the Bidder's financial, technical and production capabilities, in particular the Bidder's contract work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the procuring agency deems necessary and appropriate.
- 22.3 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 procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 22.4 The procuring agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not.
- 22.5 The procuring agency, will disqualify a bidder if it finds, at any time that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete.
- 23. Award Criteria**
- 23.1 Subject to ITB Clause 29, the procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 24. procuring agency's Right to Accept Any Bid and to Reject Any or All Bids**
- 24.1 Under the relevant provisions of SPP Rules 2010, the procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the procuring agency's action.
- 25. Notification of Award**
- 25.1 Prior to the expiration of the period of bid validity, the procuring agency will notify the successful Bidder in writing by registered letter that its bid has been accepted. The notification of award will constitute the formation of the contract.
- 25.2 Upon the successful Bidder's furnishing of the performance security the procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 27. Signing the Contract Agreement**
- 27.1 At the same time as the procuring agency notifies the successful Bidder that its bid has been accepted, the procuring agency will send the Bidder the Contract Agreement provided in the bidding

documents, incorporating all agreements between the parties.

37.2 Within three (03) days of receipt of the Contract Agreement, the successful Bidder shall sign the Contract Agreement and return it to the procuring agency.

28. Performance Security

28.1 After receipt of the notification of award, the successful Bidder shall furnish the performance security in the amount given in the Bid Data Sheet within three (03) days.

28.2 Failure of the successful Bidder to comply with the requirements, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

29. Corrupt or Fraudulent Practices

29.1 The procuring agency as well as bidders/Suppliers/ Contractors observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the procuring agency

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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;

(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;

(c) will cancel the proposal and recover from the successful Bidders the amount of any loss resulting from such cancellation if the successful Bidder and person employed by the successful Bidder or acting on its behalf, offer or gives to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, any action in the relation to obtaining or in the execution of the concession or any other contract with the procuring agency if it at any time determine that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

Section III. Bid Data Sheet

The following bid-specific data for the plant and equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

INTRODUCTION	
Name of Procuring Agency	Health Department Government of Sindh Karachi.
Address of Procuring Agency	Address of procuring agency; telephone, telex and facsimile numbers Procurement Monitoring & Inspection Cell, Health Department Government of Sindh Block# 24 Sindh Secretariat 4-A Karachi. Phone: 021-99203108, Fax:021-99204203
Project	Name of Project: Anti Dengue (Supply of Pesticides)
Language of bid	Language of bid is English
Eligibility Criteria	<p>Requirements for Eligibility of bidders</p> <p>Size of operation The Bidder has an average annual turn over RS. 50.00 Millions Turnover in Pak rupees (defined as total payment received by the Supplier for the contracts completed or under execution) over the three (03) years period.</p> <p>Technical Experience: For at least last three years minimum of 20 contracts of similar capacity items has been sold throughout the Pakistan.</p> <p>Financial Position Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statement (balance sheet, income statement) for the last three (03) year.</p> <p>Technical Staff / Quality control. The bidder shall furnish certificate from the manufacturer that the it has fully equipped Quality Control Department with list of technical / trained personnel with the technical bid, same can be physically verified by the purchase committee at any time</p> <p>Litigation History. The Bidder's should not be involved in any litigation with the Government / semi Government in Pakistan.</p>

BID PRICE	
Price	The price shall be fixed
BID PREPARATION AND SUBMISSION	
Bid Security	Amount of bid security Equivalent to 2 ¹ / ₂ % of the total value of bid.
Bid validity	Bid validity period 45 days from the date of bid opening
Bid preparation	Original “Financial and Technical” Proposal.
Deadline for bid submission	Deadline for bid submission 16 th September, 2011 up to 11:00 a.m.
Address for bid submission	Office of Adl. Secretary (PM&I) Health Department Government of Sindh, Block# 24 Sindh Secretariat 4-A Karachi.
Delivery Schedule	Time schedule/Delivery Period: 50% quantity shall be supplied within 07 days of award of contract and remaining within 14 days of award of contract. The Liquidated / damages in the event of completion beyond the given schedule shall be 0.1% for each day of delay from the targeted period.
Place of Delivery	Supplier is bound to supply the products declared Dengue Centres throughout the Sindh Province or as directions by the procuring agencies.
CONTRACT AWARD	
Performance Security	Amount of performance security 10% of the total contract price in the form of Bank guarantee or Pay order / Bank draft.

Section IV. General Conditions of Contract

A. Contract and Interpretation

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
“Contract” means the Contract Agreement entered into between the procuring agency and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
“GCC” means the General Conditions of Contract hereof.
“SCC” means the Special Conditions of Contract.
“Day” means calendar day
“Month” means calendar month
“procuring agency” means the person (s) named as such in the SCC
“Contractor” means the person(s) whose bid to perform the Contract has been accepted by the procuring agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
“Contract Price” means the sum specified in the Contract Agreement, as may be made pursuant to the Contract.
“Time for Completion” means the time within which Completion of the supplies as a whole is to be attained in accordance with the specifications in the SCC and the relevant provisions of the Contract.
- 2. Contract Documents**
- 2.1 All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 3. Interpretation**
- 3.1 Language
All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English.

B. Payment

- 7. Contract Price**
- 7.1 The Contract Price shall be as specified as agreed value of the Contract Agreement.
7.2 Unless indicated otherwise in the SCC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the scope or as otherwise provided in the Contract.
- 8. Terms of Payment**
- 8.1 The Contract Price shall be paid as specified in the Special Condition of Contract.

9. Securities

Performance Security

The Contractor shall, within three (03) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in special conditions of contract.

10. Taxes and Duties

10.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor.

11. Termination for Default

15.1 The procuring agency, 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:

- (a) if the supplier fails to deliver full or part of supplies within the period(s) specified in the Contract, or within any extension thereof granted by the procuring agency.
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the supplier, in the judgment of the procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution

“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 procuring agency, 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 Purchase of the benefits of free and open competition.

Section V. Special Conditions of Contract

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

1. Definitions.

The procuring agency is: *Government of Sindh Health Department, Karachi*

The Contractor is: _____

Contractor's address for notice purposes _____

3. Governing Law

Sample Provision

The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.

4. Delivery Schedule:

The Contractor agrees to supply 50% within 07 days and remaining 50% within 14 days from the award of contract.

5. Place of Delivery:

Supplier is bound to supply the products declared Dengue Centres throughout the Province or as directions by the procuring agencies.

6. Contract Price.

The Contract price shall be fixed

7. Securities.

The amount of performance security, as a percentage 10% (Ten Percent) of the Contract Price, shall be:

The performance security shall be in the form of the: *Pay order / Bank Draft.*

8. Completion Time Guarantee

Applicable rate for liquidated damages:

Maximum deduction for liquidated damages: 0.1% per day .(maximum upto 10%)

The above rate and maximum apply to the price of the part of the supplies, as quoted in the Price Schedule, for that part for which the Contractor fails to achieve Completion within the particular Time for Completion.

9. Payment.

Payment will be made by the Accountant General Sindh on submission of advise, proof of delivery & joint inspection report. Part payment / part supply is permissible.

Section VI. **SCHEDULE OF REQUIREMENT.**
 Section VII. **TECHNICAL SPECIFICATION.**

Tender No2. Anti-Dengue (Supply of Bags/ Kits)

ITEM #	DESCRIPTION OF STORE / SPECIFICATION	REQUIRED QUANTITY	Place of Delivery
01	Mega Unit Platelets Bags with ACD Solution. A) for Amicus Aphaeresis Machine. B) for MCS (995-E) Haeomanits Machine.	800 Bags. 700 Bags.	As per SCC and Bid Data Sheet
02	Dengue ICT Kits. A) Dengue (IgG/IgM Antibody Kit). B) Dengue (IgA Antibody Kit).	400 Kits. 400 Kits.	

Section VIII. Sample Forms

1. Bid Form & Price Schedule in Pak Rupees.

Name of Bidder _____

1	2	3	4	5	6
Item	Description	Country of origin	Quantity	Unit Price	Total Cost

Signature of bidder.....

Note:- In case of discrepancy between unit price and total, the unit price shall prevail.

2. Contract Form

THIS AGREEMENT made the ____ day of _____ 19____ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and 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; and
- (f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Procuring agency)

Signed, sealed, delivered by the (for the Supplier)



GOVERNMENT OF SINDH HEALTH DEPARTMENT

Procurement Monitoring & Inspection Cell

Block# 24, Sindh Secretariat 4-A

Karachi.

**Tender No. 03 : Anti Dengue
(Supplies of Machinery / Equipment)**

Due on: September 16th, 2011

Acronyms

BDS	Bid Data Sheet
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to (<i>place</i>)
CPM	Critical Path Method
EDI	Electronic Data Interchange
ENAA	Engineering Advancement Association of Japan
EXW	Ex factory, ex works or ex warehouse
FCA	Free Carrier
FIDIC	Fédération Internationale des Ingénieurs Conseils (International Federation of Consulting Engineers)
FOB	Free on Board
GCC	General Conditions of Contract
IBRD	International Bank for Reconstruction and Development
ICC	International Chamber of Commerce
IDA	International Development Association
IFB	Invitation for Bids
ITB	Instructions to Bidders
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law
LC	Letter of Credit

Section I. Invitation for Bids.

1. This invitation for bids follows the general procurement notice that appeared in newspapers dated 11th September, 2011 and on Sindh Public Procurement Regulatory Authority website.
2. The Department of Health now invites sealed bids from eligible bidders for Supply of Pesticides.
3. Bidding will be conducted under SPP Rules 2010 clause 46(2). Bidding procedures specified in this document is open to all eligible bidders.
4. Interested eligible bidders may obtain further information from the office of the Additional Secretary (Procurement Monitoring & Inspection Cell) Health Department at the address given below during the office hours.
5. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the address below and upon cash payment of a nonrefundable fees of Rs. 2000/-.
6. Bids must be delivered to the address below on 16.09.2011 up to *11:00 a.m.* All bids must be accompanied by a bid security / earnest Money @ $2\frac{1}{2}$ % of the Total bid cost in local currency or an equivalent amount in shape of Pay orders / Bank Draft. Late bids will be rejected. Bids will be opened in the presence of the bidder's authorized representatives who choose to attend at the address below on same day at *12:00 noon.*

Address:

**Block# 24, Sindh Secretariat 4-A
Karachi.
Phone: 021-99203108
Fax: 021-99204203**

Section II. Instructions to Bidders

A. Introduction

1. **Source of Fund** 1.1 The Government of Sindh has allocated funds for procurement Anti Dengue (Supply of Machinery /Equipment) due to emergent situation of Dengue Virus during the financial year 2011-2012.
2. **Eligible Bidders** 2.1 This Invitation for Bids is open to all interested bidders / manufacturer or their sole distributor for supply of Equipment.
2.2 Bidders shall have valid NTN number and shall be Registered with FBR for GST.
2.3 The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
2.4 Firm should not be black listed.
3. **Cost of Bidding** 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

4. **Content of Bidding Documents** 4.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:
Invitation for Bids (IFB)
Instructions to Bidders (ITB)
Bid Data Sheet (BDS)
General Conditions of Contract (GCC)
Special Conditions of Contract (SCC)
Schedule of Requirements (SR)
Technical Specifications (TS)
Forms and Procedures (FP)
 1. Bid Form and Price Schedules
 2. Form of Contract Agreement
- 4.2 The Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

C. Preparation of Bids

5. **Documents Comprising the Bid** 5.1 The bid prepared by the Bidder shall comprise the following documents:
 - (a) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in ITB Sub-Clause 5.2 below.
 - (b) Price Schedules duly completed by the Bidder.

- 5.2 Each Bidder shall submit with its bid the following attachments:
- (a) Attachment 1: Bid Security
A bid security furnished in accordance with ITB Clause 9.1.
 - (b) Attachment 2: Power of Attorney
A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 11.
 - (c) Attachment 3: Bidder's Eligibility and Qualifications
The documentary evidence of the Bidder's qualifications to perform the contract, if its bid accepted, shall establish to the procuring agency's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and in particular, meets the experience and other criteria outlined in the Bid Data Sheet.
 - (d) Attachment 4: Eligibility and Conformity of the Facilities
 - 1. The documentary evidence of the conformity of the facilities to the bidding documents may be in the form of literature, drawings and data, and shall furnish detailed description and characteristics of the quoted item;
 - (e) Attachment 5: Authority letter from the manufacturer.
The Bidder should attached sole agency certificate / authority letter from the manufacturer on whose behalf they are participating in the tender.
 - (f) Attachment 6: Tender Purchase Receipt
 - a. The original tender purchase receipt issued by the procuring agency should be attached along with Technical bid.
 - b. Bidders shall purchase separate tender document and furnish purchase receipts for alternate offer, in case they want to submit alternate offer. Any item's bid with alternate offers with out separate purchase receipt (Original) are supposed to be rejected.

- 6. **Bid Form and Price Schedules**
 - 6.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents as indicated therein and in the Subsection "Bid Form and Price Schedules" of the bidding documents.
- 7. **Bid Prices**
 - 7.1 **Unless otherwise specified in the Technical Specifications, bidders shall quote the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the procurement & delivery may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract.**

7.2 The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

8. Bid Currencies

8.1 Prices shall be quoted in Pak currency.

9. Bid Security

9.1 The Bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the Bid Data Sheet in the shape of Pay order / Bank Draft from a reputable entity located in the country. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period.

9.2 Any bid not accompanied by an acceptable bid security shall be rejected as being non-responsive.

9.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the bid validity period.

9.4 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, and has furnished the required performance security,

9.5 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form

(b) in the case of a successful Bidder, if the Bidder fails to supply within the specified time limit

(i) to sign the Contract Agreement, in accordance with ITB Clause 27, or

(ii) to furnish the required performance security, in accordance with ITB Clause 28.

10. Period of Validity of Bid

10.1 Bids shall remain valid for the period of Forty-five (45) days named in the Bid Data Sheet after the closing date prescribed by the procuring agency for the receipt of bids. A bid valid for a shorter period shall be rejected by the procuring agency as being non-responsive.

10.2 In exceptional circumstance, the procuring agency may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Bidder accepts to prolong the period of validity, the bid security 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 or permitted to modify its bid.

11. Format and Signing of Bid

- 11.1 The Bidder shall prepare bid comprise one single envelop containing separately financial proposal and technical proposal in original. The Envelop shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letter to avoid confusion.
- 11.2 The financial and technical bids, each consisting of the documents listed, 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 contract. The letter of authorization shall be indicated by written power of attorney, accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 9.2. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

D. Submission of Bids

12. Sealing and Marking of Bids

- 12.1 The Bidder shall seal the technical and financial bids in separate envelopes, duly marking the envelopes as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”. The envelopes shall then be sealed in an outer envelope.
- 12.2 The inner and outer envelopes shall
 - (a) be addressed to the procuring agency at the address given in the Bid Data Sheet, and
 - (b) bear the contract for name indicated in the Bid Data Sheet, the Invitation for Bids title and number indicated in the Bid Data Sheet, and the statement “DO NOT OPEN BEFORE 16.09.2011.
- 12.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.”
- 12.4 If the outer envelope is not sealed and marked as required, the procuring agency due to any reason will assume no responsibility for the bid’s misplacement or premature opening.
- 12.5 In Technical Proposal the bidder must provide the original Data sheet, Technical brochure, Income Tax, Sales Tax, Sole Agency certificate & other documents, otherwise the bid will be ignored.
- 12.6 In Financial Proposal, the bidder should provide bid security / earnest money at the rate of 2.5% of the quoted value. A photocopy of the same should be attached with Technical Proposal but its value must not be disclosed and this can be achieved by placing a piece of paper on the place where amount is mentioned.

13. Deadline for Submission of Bids

- 13.1 Bids must be received by the procuring agency at the address specified no later than the time and date stated in the invitation of bids.
- 13.2 The procuring agency may, at its discretion, extend this deadline for submission of bids.

- 14. Late Bids** 14.1 Any bid received by the procuring agency after the bid submission deadline prescribed by the procuring agency, will be rejected and returned unopened to the Bidder.
- 15. Modification and Withdrawal of Bids** 15.1 The Bidder may withdraw its bid after submission, prior to the deadline prescribed for bid submission.
15.2 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. Bid Opening and Evaluation

- 16. Opening of Bids by procuring agency** 16.1 The procuring agency will open all bids, in the presence of authorized bidders' representatives who choose to attend, at the time, on the date and the place specified in the Invitation of Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance.
16.2 The bidders' names, and the presence or absence of bid security, and any such other details as the procuring agency 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.
16.3 The procuring agency will prepare minutes of the bid opening.
16.4 The bids found having without Bid Security (Earnest money) will also be returned the bidders. However, prior to return to the bidder, the chairman of the purchase committee will record statement /reason on such bids. Bids that are not opened and read out / announced at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
16.5 **Single stage (Two envelopes):**
i) initially, only the envelope marked "Technical proposal" shall be opened;
ii) the envelope marked as "financial proposal" shall be retained in the custody of the procuring agency.
- 17. Clarification of Bids** 17.1 During bid evaluation, the procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.
- 18. Preliminary Examination of Bids** 18.1 The procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
18.2 Bids shall be submitted either by the manufacturer or its authorized contractor, if submitted by the manufacturer itself then bid of authorized contractor will be rejected.
18.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price,

which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.

- 18.4 Prior to the detailed evaluation, the procuring agency will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

18.5 Conditional bid(s) will not be entertained.

19. Technical Evaluation

- 19.1 The procuring agency will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) overall completeness and compliance with the Technical Specifications.
 - (b) any other relevant factors, if any, listed in the Bid Data Sheet, or that the procuring agency deems necessary or prudent to take into consideration.

20. Financial Evaluation

- 20.1 Pursuant to ITB Clauses, the following evaluation methods will be followed:
- (a) ***Time schedule (program of performance)***
The supplies completed within the period named in the Bid Data Sheet after the effective date specified in the Form of Contract Agreement. Bids offering a completion date beyond the maximum designated period shall be rejected.

21. Contacting the procuring agency

- 21.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the procuring agency on any matter related to its bid, it should do so in writing.
- 21.2 Any effort by a Bidder to influence the procuring agency in the procuring agency's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

F. Award of Contract

- 22. Post-qualification**
- 22.1 In the absence of prequalification, the procuring agency will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.
- 22.2 The determination will take into account the Bidder's financial, technical and production capabilities, in particular the Bidder's contract work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the procuring agency deems necessary and appropriate.
- 22.3 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 procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 22.4 The procuring agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already prequalified or not.
- 22.5 The procuring agency, will disqualify a bidder if it finds, at any time that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete.
- 23. Award Criteria**
- 23.1 Subject to ITB Clause 29, the procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 24. procuring agency's Right to Accept Any Bid and to Reject Any or All Bids**
- 24.1 Under the relevant provisions of SPP Rules 2010, the procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the procuring agency's action.
- 25. Notification of Award**
- 25.1 Prior to the expiration of the period of bid validity, the procuring agency will notify the successful Bidder in writing by registered letter that its bid has been accepted. The notification of award will constitute the formation of the contract.
- 25.2 Upon the successful Bidder's furnishing of the performance security the procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 27. Signing the Contract Agreement**
- 27.1 At the same time as the procuring agency notifies the successful Bidder that its bid has been accepted, the procuring agency will send the Bidder the Contract Agreement provided in the bidding

documents, incorporating all agreements between the parties.

37.2 Within three (03) days of receipt of the Contract Agreement, the successful Bidder shall sign the Contract Agreement and return it to the procuring agency.

28. Performance Security

28.1 After receipt of the notification of award, the successful Bidder shall furnish the performance security in the amount given in the Bid Data Sheet within three (03) days.

28.2 Failure of the successful Bidder to comply with the requirements, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

29. Corrupt or Fraudulent Practices

29.1 The procuring agency as well as bidders/Suppliers/ Contractors observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the procuring agency

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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;
- (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;
- (c) will cancel the proposal and recover from the successful Bidders the amount of any loss resulting from such cancellation if the successful Bidder and person employed by the successful Bidder or acting on its behalf, offer or gives to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do , any action in the relation to obtaining or in the execution of the concession or any other contract with the procuring agency if it at any time determine that the Bidder has , directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

Section III. Bid Data Sheet

The following bid-specific data for the plant and equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

INTRODUCTION	
Name of Procuring Agency	Health Department Government of Sindh Karachi.
Address of Procuring Agency	Address of procuring agency; telephone, telex and facsimile numbers Procurement Monitoring & Inspection Cell, Health Department Government of Sindh Block# 24 Sindh Secretariat 4-A Karachi. Phone: 021-99203108, Fax:021-99204203
Project	Name of Project: Anti Dengue (Supply of Pesticides)
Language of bid	Language of bid is English
Eligibility Criteria	<p>Requirements for Eligibility of bidders</p> <p>Size of operation The Bidder has an average annual turn over RS. 50.00 Millions Turnover in Pak rupees (defined as total payment received by the Supplier for the contracts completed or under execution) over the three (03) years period.</p> <p>Technical Experience: For at least last three years minimum of 20 contracts of similar capacity items has been sold throughout the Pakistan.</p> <p>Financial Position Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statement (balance sheet, income statement) for the last three (03) year.</p> <p>Technical Staff / Quality control. The bidder shall furnish certificate from the manufacturer that the it has fully equipped Quality Control Department with list of technical / trained personnel with the technical bid, same can be physically verified by the purchase committee at any time</p> <p>Litigation History. The Bidder's should not be involved in any litigation with the Government / semi Government in Pakistan.</p>

BID PRICE	
Price	The price shall be fixed
BID PREPARATION AND SUBMISSION	
Bid Security	Amount of bid security Equivalent to 2 ¹ / ₂ % of the total value of bid.
Bid validity	Bid validity period 45 days from the date of bid opening
Bid preparation	Original “Financial and Technical” Proposal.
Deadline for bid submission	Deadline for bid submission 16 th September, 2011 up to 11:00 a.m.
Address for bid submission	Office of Adl. Secretary (PM&I) Health Department Government of Sindh, Block# 24 Sindh Secretariat 4-A Karachi.
Delivery Schedule	Time schedule/Delivery Period: 50% quantity shall be supplied within 07 days of award of contract and remaining within 14 days of award of contract. The Liquidated / damages in the event of completion beyond the given schedule shall be 0.1% for each day of delay from the targeted period.
Place of Delivery	Supplier is bound to supply the products declared Dengue Centres throughout the Sindh Province or as directions by the procuring agencies.
CONTRACT AWARD	
Performance Security	Amount of performance security 10% of the total contract price in the form of Bank guarantee or Pay order / Bank draft.

Section IV. General Conditions of Contract

A. Contract and Interpretation

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
“Contract” means the Contract Agreement entered into between the procuring agency and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
“GCC” means the General Conditions of Contract hereof.
“SCC” means the Special Conditions of Contract.
“Day” means calendar day
“Month” means calendar month
“procuring agency” means the person (s) named as such in the SCC
“Contractor” means the person(s) whose bid to perform the Contract has been accepted by the procuring agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
“Contract Price” means the sum specified in the Contract Agreement, as may be made pursuant to the Contract.
“Time for Completion” means the time within which Completion of the supplies as a whole is to be attained in accordance with the specifications in the SCC and the relevant provisions of the Contract.
- 2. Contract Documents**
- 2.1 All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 3. Interpretation**
- 3.1 Language
All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English.

B. Payment

- 7. Contract Price**
- 7.1 The Contract Price shall be as specified as agreed value of the Contract Agreement.
7.2 Unless indicated otherwise in the SCC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the scope or as otherwise provided in the Contract.
- 8. Terms of Payment**
- 8.1 The Contract Price shall be paid as specified in the Special Condition of Contract.

- 9. Securities** Performance Security
The Contractor shall, within three (03) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in special conditions of contract.
- 10. Taxes and Duties** 10.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor.
- 11. Termination for Default** 15.1 The procuring agency, 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:
- (a) if the supplier fails to deliver full or part of supplies within the period(s) specified in the Contract, or within any extension thereof granted by the procuring agency.
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the supplier, in the judgment of the procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this clause:
“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution
“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 procuring agency, 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 Purchase of the benefits of free and open competition.

Section V. Special Conditions of Contract

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

1. Definitions.

The procuring agency is: *Government of Sindh Health Department, Karachi*

The Contractor is: _____

Contractor's address for notice purposes _____

3. Governing Law

Sample Provision

The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.

4. Delivery Schedule:

The Contractor agrees to supply 50% within 07 days and remaining 50% within 14 days from the award of contract.

5. Place of Delivery:

Supplier is bound to supply the products declared Dengue Centres throughout the Province or as directions by the procuring agencies.

6. Contract Price.

The Contract price shall be fixed

7. Securities.

The amount of performance security, as a percentage 10% (Ten Percent) of the Contract Price, shall be:

The performance security shall be in the form of the: *Pay order / Bank Draft.*

8. Completion Time Guarantee

Applicable rate for liquidated damages:

Maximum deduction for liquidated damages: 0.1% per day. (maximum upto 10%)

The above rate and maximum apply to the price of the part of the supplies, as quoted in the Price Schedule, for that part for which the Contractor fails to achieve Completion within the particular Time for Completion.

9. Payment.

Payment will be made by the Accountant General Sindh on submission of advise, proof of delivery & joint inspection report. Part payment / part supply is permissible.

Section VI. SCHEDULE OF REQUIREMENT.

Tender No3. Anti-Dengue (Supply of Machinery / Equipment)

ITEM #	DESCRIPTION OF STORE / SPECIFICATION	REQUIRED QUANTITY	Place of supplies
01	SPRAY PUMP	750 Units.	As per SCC & Bid Data sheet.

Section VII. TECHNICAL SPECIFICATION.

ITEM #	DESCRIPTION OF STORE / SPECIFICATION
01	<p>SPRAY PUMP:</p> <p><u>General Specification:</u></p> <ul style="list-style-type: none"> ▪ Maximum filling capacity of 10 litres, light weight not more than 2 Kg. ▪ High chemical resistant, polypropylene tank with contents indicators. ▪ Translucent tank offer visible indication of filling level. ▪ Pressure regulator set at 1.5/-21PSI-to achieve the larger than 200 micron median droplet size required for residual spraying of surfaces and treating other areas with larvaciding agent according to WHO specification and guidelines. ▪ Set of nozzles included with the equipment. ▪ 2 x even fan nozzles (FE 80/0.8/3)-assembled on elbow plus one extra included for IRS. ▪ 1 x even fan nozzle (FE 80/1.2/3)- included for IRS. ▪ 1 x hallow cone nozzle (HC 80/0.2/3)- included for larvaciding. ▪ Directional lance with 50cm tube. ▪ Dual filter located at the nozzle and handle (to minimize blockage). ▪ Safety value with green and red colors indicators (Red for maximum pressure). ▪ High chemical resistant hose (1.55m) with modular screw on nuts system (Clampless) to ensure safety and durability. ▪ Fitted with high chemical resistant “Viton” seals and washers. ▪ Lance fastener – for easy handling. ▪ Hose winder-to minimize entanglement. ▪ Adjustable strap with shoulder pad with option to adjust to double strap system for carrying as back pack for better comfort. <p><u>Technical Specification:</u></p> <ul style="list-style-type: none"> -Net weight 1.6 Kg, tank heavy duty polypropylene, 100% leak proof with 03 years warranty on tank. -Lance fiber glass (light weight and more durable) -Nozzle-polyacetal,high resistant to chemical wear & tear. -Pressure control regulator offering 03 possible positions – 1.5 BAR / 3 BAR free elbow. -Hose-By component hose with internal protection – totally chemical resistant. -Pressure Chamber-Polypropylene Chamber.

Section VIII. Sample Forms

1. Bid Form & Price Schedule in Pak Rupees.

Name of Bidder _____

1	2	3	4	5	6
Item	Description	Country of origin	Quantity	Unit Price	Total Cost

Signature of bidder.....

Note:- In case of discrepancy between unit price and total, the unit price shall prevail.

2. Contract Form

THIS AGREEMENT made the ____ day of _____ 19____ between [*name of Procuring Agency*] of [*country of Procuring agency*] (hereinafter called “the Procuring agency”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and 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; and
- (f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Procuring agency)

Signed, sealed, delivered by the (for the Supplier)



GOVERNMENT OF SINDH HEALTH DEPARTMENT

Procurement Monitoring & Inspection Cell

Block# 24, Sindh Secretariat 4-A

Karachi.

**Tender No. 01 : Anti Dengue
(Supplies of Pesticides)**

Due on: September 16th, 2011

Acronyms

BDS	Bid Data Sheet
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to (<i>place</i>)
CPM	Critical Path Method
EDI	Electronic Data Interchange
ENAA	Engineering Advancement Association of Japan
EXW	Ex factory, ex works or ex warehouse
FCA	Free Carrier
FIDIC	Fédération Internationale des Ingénieurs Conseils (International Federation of Consulting Engineers)
FOB	Free on Board
GCC	General Conditions of Contract
IBRD	International Bank for Reconstruction and Development
ICC	International Chamber of Commerce
IDA	International Development Association
IFB	Invitation for Bids
ITB	Instructions to Bidders
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law
LC	Letter of Credit

Section I. Invitation for Bids.

1. This invitation for bids follows the general procurement notice that appeared in newspapers dated 11th September, 2011 and on Sindh Public Procurement Regulatory Authority website.
2. The Department of Health now invites sealed bids from eligible bidders for Supply of Pesticides.
3. Bidding will be conducted under SPP Rules 2010 clause 46(2). Bidding procedures specified in this document is open to all eligible bidders.
4. Interested eligible bidders may obtain further information from the office of the Additional Secretary (Procurement Monitoring & Inspection Cell) Health Department at the address given below during the office hours.
5. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the address below and upon cash payment of a nonrefundable fees of Rs. 2000/-.
6. Bids must be delivered to the address below on 16.09.2011 up to *11:00 a.m.* All bids must be accompanied by a bid security / earnest Money @ $2\frac{1}{2}$ % of the Total bid cost in local currency or an equivalent amount in shape of Pay orders / Bank Draft. Late bids will be rejected. Bids will be opened in the presence of the bidder's authorized representatives who choose to attend at the address below on same day at *12:00 noon.*

Address:

**Block# 24, Sindh Secretariat 4-A
Karachi.
Phone: 021-99203108
Fax: 021-99204203**

Section I. Instructions to Bidders

A. Introduction

- 1. Source of Fund** 1.1 The Government of Sindh has allocated funds for procurement Anti Dengue (Supply of Pesticides) due to emergent situation of Dengue Virus during the financial year 2011-2012.
- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all manufacturer who are prequalified by WHO or their sole distributor in Pakistan for supply of pesticides.
 - 2.2 Bidders shall have valid NTN number and shall be Registered with FBR for GST.
 - 2.3 The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
 - 2.4 Firm should not be black listed.
- 3. Cost of Bidding** 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 4. Content of Bidding Documents** 4.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:
 - Invitation for Bids (IFB)
 - Instructions to Bidders (ITB)
 - Bid Data Sheet (BDS)
 - General Conditions of Contract (GCC)
 - Special Conditions of Contract (SCC)
 - Schedule of Requirements (SR)
 - Technical Specifications (TS)
 - Forms and Procedures (FP)
 1. Bid Form and Price Schedules
 3. Form of Contract Agreement
 4. Integrity pact
- 4.2 The Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

C. Preparation of Bids

5. Documents Comprising the Bid

- 5.1 The bid prepared by the Bidder shall comprise the following documents:
- (a) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in ITB Sub-Clause 5.2 below.
 - (b) Price Schedules duly completed by the Bidder.
- 5.2 Each Bidder shall submit with its bid the following attachments:
- (a) Attachment 1: Bid Security
A bid security furnished in accordance with ITB Clause 9.1.
 - (b) Attachment 2: Power of Attorney
A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 11.
 - (c) Attachment 3: Bidder's Eligibility and Qualifications
The documentary evidence of the Bidder's qualifications to perform the contract, if its bid accepted, shall establish to the procuring agency's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and in particular, meets the experience and other criteria outlined in the Bid Data Sheet.
 - (d) Attachment 4: Eligibility and Conformity of the Facilities
 1. The documentary evidence of the conformity of the facilities to the bidding documents may be in the form of literature, drawings and data, and shall furnish detailed description and characteristics of the quoted item;
 - (e) Attachment 5: Authority letter from the manufacturer.
The Bidder should attached sole agency certificate / authority letter from the manufacturer on whose behalf they are participating in the tender.
 - (f) Attachment 6: Qualification from WHO.
The manufacturer must be prequalified by the WHO, a certificate of WHO must be attached with the bid.
 - (g) Attachment 7: Tender Purchase Receipt
 - a. The original tender purchase receipt issued by the procuring agency should be attached along with Technical bid.
 - b. Bidders shall purchase separate tender document and furnish purchase receipts for alternate offer, in case they want to submit alternate offer. Any item's bid with alternate offers with out separate purchase receipt (Original) are supposed to be rejected.

- 6. Bid Form and Price Schedules** 6.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents as indicated therein and in the Subsection “Bid Form and Price Schedules” of the bidding documents.
- 7. Bid Prices** 7.1 **Unless otherwise specified in the Technical Specifications, bidders shall quote the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the procurement & delivery may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract.**
- 7.2 **The prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**
- 8. Bid Currencies** 8.1 Prices shall be quoted in Pak currency.
- 9. Bid Security** 9.1 The Bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the Bid Data Sheet in the shape of Pay order / Bank Draft from a reputable entity located in the country. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period.
- 9.2 Any bid not accompanied by an acceptable bid security shall be rejected as being non-responsive.
- 9.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the bid validity period.
- 9.4 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, and has furnished the required performance security,
- 9.5 The bid security may be forfeited
- (a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form
 - (b) in the case of a successful Bidder, if the Bidder fails to supply within the specified time limit
 - (i) to sign the Contract Agreement, in accordance with ITB Clause 27, or
 - (ii) to furnish the required performance security, in accordance with ITB Clause 28.
- 10. Period of Validity of Bid** 10.1 Bids shall remain valid for the period of Forty-five (45) days named in the Bid Data Sheet after the closing date prescribed by the procuring agency for the receipt of bids. A bid valid for a shorter period shall be rejected by the procuring agency as being non-responsive.

10.2 In exceptional circumstance, the procuring agency may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Bidder accepts to prolong the period of validity, the bid security 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 or permitted to modify its bid.

11. Format and Signing of Bid

11.1 The Bidder shall prepare bid comprise one single envelop containing separately financial proposal and technical proposal in original. The Envelop shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letter to avoid confusion.

11.2 The financial and technical bids, each consisting of the documents listed, 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 contract. The letter of authorization shall be indicated by written power of attorney, accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 9.2. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

11.3 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

D. Submission of Bids

12. Sealing and Marking of Bids

12.1 The Bidder shall seal the technical and financial bids in separate envelopes, duly marking the envelopes as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL". The envelopes shall then be sealed in an outer envelope.

12.2 The inner and outer envelopes shall

- (a) be addressed to the procuring agency at the address given in the Bid Data Sheet, and
- (b) bear the contract for name indicated in the Bid Data Sheet, the Invitation for Bids title and number indicated in the Bid Data Sheet, and the statement "DO NOT OPEN BEFORE 16.09.2011."

12.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."

12.4 If the outer envelope is not sealed and marked as required, the procuring agency due to any reason will assume no responsibility for the bid's misplacement or premature opening.

12.5 In Technical Proposal the bidder must provide the original Data sheet and Technical brochure, Income Tax, Sales Tax, Sole Agency certificate and other documents, otherwise the bid will be ignored.

- 12.6 In Financial Proposal, the bidder should provide bid security / earnest money at the rate of 2.5% of the quoted value. A photocopy of the same should be attached with Technical Proposal but its value must not be disclosed and this can be achieved by placing a piece of paper on the place where amount is mentioned.
- 13. Deadline for Submission of Bids**
- 13.1 Bids must be received by the procuring agency at the address specified no later than the time and date stated in the invitation of bids.
- 13.2 The procuring agency may, at its discretion, extend this deadline for submission of bids.
- 14. Late Bids**
- 14.1 Any bid received by the procuring agency after the bid submission deadline prescribed by the procuring agency, will be rejected and returned unopened to the Bidder.
- 15. Modification and Withdrawal of Bids**
- 15.1 The Bidder may withdraw its bid after submission, prior to the deadline prescribed for bid submission.
- 15.2 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. Bid Opening and Evaluation

- 16. Opening of Bids by procuring agency**
- 16.1 The procuring agency will open all bids, in the presence of authorized bidders' representatives who choose to attend, at the time, on the date and the place specified in the Invitation of Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance.
- 16.2 The bidders' names, and the presence or absence of bid security, and any such other details as the procuring agency 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.
- 16.3 The procuring agency will prepare minutes of the bid opening.
- 16.4 The bids found having without Bid Security (Earnest money) will also be returned the bidders. However, prior to return to the bidder, the chairman of the purchase committee will record statement /reason on such bids. Bids that are not opened and read out / announced at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 16.5 **Single stage (Two envelopes):**
- i) initially, only the envelope marked "Technical proposal" shall be opened;
 - ii) the envelope marked as "financial proposal" shall be retained in the custody of the procuring agency.

- 17. Clarification of Bids** 17.1 During bid evaluation, the procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.
- 18. Preliminary Examination of Bids**
- 18.1 The procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2 Bids shall be submitted either by the manufacturer or its authorized contractor, if submitted by the manufacturer itself then bid of authorized contractor will be rejected.
- 18.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.
- 18.4 Prior to the detailed evaluation, the procuring agency will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the procuring agency's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
- 18.5 Conditional bid(s) will not be entertained.
- 19. Technical Evaluation**
- 19.1 The procuring agency will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) overall completeness and compliance with the Technical Specifications.
 - (b) any other relevant factors, if any, listed in the Bid Data Sheet, or that the procuring agency deems necessary or prudent to take into consideration.

- 20. Financial Evaluation**
- 20.1 Pursuant to ITB Clauses, the following evaluation methods will be followed:
- (a) ***Time schedule (program of performance)***
The supplies completed within the period named in the Bid Data Sheet after the effective date specified in the Form of Contract Agreement. Bids offering a completion date beyond the maximum designated period shall be rejected.
- 21. Contacting the procuring agency**
- 21.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the procuring agency on any matter related to its bid, it should do so in writing.
- 21.2 Any effort by a Bidder to influence the procuring agency in the procuring agency's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

F. Award of Contract

- 23. Post-qualification**
- 23.1 In the absence of prequalification, the procuring agency will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.
- 23.2 The determination will take into account the Bidder's financial, technical and production capabilities, in particular the Bidder's contract work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the procuring agency deems necessary and appropriate.
- 23.3 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 procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 23.4 The procuring agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in capacities, may require the bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.
- 23.5 The procuring agency, will disqualify a bidder if it finds, at any time that the information submitted by him concerning his qualification was false and materially inaccurate or incomplete.
- 24. Award Criteria**
- 24.1 Subject to ITB Clause 29, the procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

- 25. procuring agency's Right to Accept Any Bid and to Reject Any or All Bids**
- 25.1 Under the relevant provisions of SPP Rules 2010, the procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the procuring agency's action.
- 26. Notification of Award**
- 26.1 Prior to the expiration of the period of bid validity, the procuring agency will notify the successful Bidder in writing by registered letter that its bid has been accepted. The notification of award will constitute the formation of the contract.
- 26.2 Upon the successful Bidder's furnishing of the performance security the procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
- 27. Signing the Contract Agreement**
- 27.1 At the same time as the procuring agency notifies the successful Bidder that its bid has been accepted, the procuring agency will send the Bidder the Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.
- 37.2 Within three (03) days of receipt of the Contract Agreement, the successful Bidder shall sign the Contract Agreement and return it to the procuring agency.
- 28. Performance Security**
- 28.1 After receipt of the notification of award, the successful Bidder shall furnish the performance security in the amount given in the Bid Data Sheet within three (03) days.
- 28.2 Failure of the successful Bidder to comply with the requirements, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
- 29. Corrupt or Fraudulent Practices**
- 29.1 The procuring agency as well as bidders/Suppliers/ Contractors observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the procuring agency
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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;

- (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;
- (c) will cancel the proposal and recover from the successful Bidders the amount of any loss resulting from such cancellation if the successful Bidder and person employed by the successful Bidder or acting on its behalf, offer or gives to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do , any action in the relation to obtaining or in the execution of the concession or any other contract with the procuring agency if it at any time determine that the Bidder has , directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices.

Section III. Bid Data Sheet

The following bid-specific data for the plant and equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

INTRODUCTION	
Name of Procuring Agency	Health Department Government of Sindh Karachi.
Address of Procuring Agency	Address of procuring agency; telephone, telex and facsimile numbers Procurement Monitoring & Inspection Cell, Health Department Government of Sindh Block# 24 Sindh Secretariat 4-A Karachi. Phone: 021-99203108, Fax:021-99204203
Project	Name of Project: Anti Dengue (Supply of Pesticides)
Language of bid	Language of bid is English
Eligibility Criteria	<p>Requirements for Eligibility of bidders</p> <p>Size of operation The Bidder has an average annual turn over RS. 50.00 Millions Turnover in Pak rupees (defined as total payment received by the Supplier for the contracts completed or under execution) over the three (03) years period.</p> <p>Technical Experience: For at least last three years minimum of 20 contracts of similar capacity items has been sold throughout the Pakistan.</p> <p>Financial Position Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statement (balance sheet, income statement) for the last three (03) year.</p> <p>Technical Staff / Quality control. The bidder shall furnish certificate from the manufacturer that the it has fully equipped Quality Control Department with list of technical / trained personnel with the technical bid, same can be physically verified by the purchase committee at any time</p> <p>Litigation History. The Bidder's should not be involved in any litigation with the Government / semi Government in Pakistan.</p> <p>WHO Qualified. The manufacturer should be prequalified by WHO (attach certificate).</p>

BID PRICE	
Price	The price shall be fixed
BID PREPARATION AND SUBMISSION	
Bid Security	Amount of bid security Equivalent to 2 ¹ / ₂ % of the total value of bid.
Bid validity	Bid validity period 45 days from the date of bid opening
Bid preparation	Original “Financial and Technical” Proposal.
Deadline for bid submission	Deadline for bid submission 16 th September, 2011 up to 11:00 a.m.
Address for bid submission	Office of Adl. Secretary (PM&I) Health Department Government of Sindh, Block# 24 Sindh Secretariat 4-A Karachi.
Delivery Schedule	Time schedule/Delivery Period: 50% quantity shall be supplied within 07 days of award of contract and remaining within 14 days of award of contract. The Liquidated / damages in the event of completion beyond the given schedule shall be 0.1% for each day of delay from the targeted period.
Place of Delivery	Supplier is bound to supply the products declared Dengue Centres throughout the Sindh Province or as directions by the procuring agencies.
CONTRACT AWARD	
Performance Security	Amount of performance security 10% of the total contract price in the form of Bank guarantee or Pay order / Bank draft. This shall be released after satisfactory performance and after receipt of satisfactory test report.

Section IV. General Conditions of Contract

A. Contract and Interpretation

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
“Contract” means the Contract Agreement entered into between the procuring agency and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
“GCC” means the General Conditions of Contract hereof.
“SCC” means the Special Conditions of Contract.
“Day” means calendar day
“Month” means calendar month
“procuring agency” means the person (s) named as such in the SCC
“Contractor” means the person(s) whose bid to perform the Contract has been accepted by the procuring agency and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
“Contract Price” means the sum specified in the Contract Agreement, as may be made pursuant to the Contract.
“Time for Completion” means the time within which Completion of the supplies as a whole is to be attained in accordance with the specifications in the SCC and the relevant provisions of the Contract.
- 2. Contract Documents**
- 2.1 All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 3. Interpretation**
- 3.1 Language
All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English.

B. Payment

- 7. Contract Price**
- 7.1 The Contract Price shall be as specified as agreed value of the Contract Agreement.
7.2 Unless indicated otherwise in the SCC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the scope or as otherwise provided in the Contract.
- 8. Terms of Payment**
- 8.1 The Contract Price shall be paid as specified in the Special Condition of Contract.

9. Securities

Performance Security

The Contractor shall, within three (03) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in special conditions of contract.

10. Taxes and Duties

10.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor.

11. Termination for Default

15.1 The procuring agency, 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:

- (a) if the supplier fails to deliver full or part of supplies within the period(s) specified in the Contract, or within any extension thereof granted by the procuring agency.
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the supplier, in the judgment of the procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution

“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 procuring agency, 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 Purchase of the benefits of free and open competition.

Section V. Special Conditions of Contract

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

1. Definitions.

The procuring agency is: *Government of Sindh Health Department, Karachi*

The Contractor is: _____

Contractor's address for notice purposes _____

3. Governing Law

Sample Provision

The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.

4. Delivery Schedule:

The Contractor agrees to supply 50% within 07 days and remaining 50% within 14 days from the award of contract.

5. Place of Delivery:

Supplier is bound to supply the products declared Dengue Centres throughout the Province or as directions by the procuring agencies.

5. Contract Price.

The Contract price shall be fixed

6. Securities.

The amount of performance security, as a percentage 10% (Ten Percent) of the Contract Price, shall be:

The performance security shall be in the form of the: *Pay order / Bank Draft.*

7. Completion Time Guarantee

Applicable rate for liquidated damages:

Maximum deduction for liquidated damages: 0.1% per day .(maximum upto 10%)

The above rate and maximum apply to the price of the part of the supplies, as quoted in the Price Schedule, for that part for which the Contractor fails to achieve Completion within the particular Time for Completion.

8. Payment.

Payment will be made by the Accountant General Sindh on submission of advise, proof of delivery & joint inspection report. Part payment / part supply is permissible.

Section VI. SCHEDULE OF REQUIREMENT.

Tender No.1: Anti-Dengue (Supply of Pesticides)

ITEM #	DESCRIPTION OF STORE / SPECIFICATION	REQUIRED QUANTITY	Place of Delivery
01	Alphacypermethrin 5% WP.	50,000 Kgs.	
02	Temephos (50% EC).	5,000 liters	

Section VII. TECHNICAL SPECIFICATION.

ITEM #	TECHNICAL SPECIFICATION
01	<p>Alphacypermethrin 5% WP. Required from manufacturer prequalified by WHO (attach certificate) in the packing of 25Kg (drums). Storage stability / Expiry at least 03 years from the date of supply. Samples after receipt of supply can be sent to HEJ Research Institute of Chemistry, University of Karachi or to WHO regional Centre for testing and confirmation of the quality. The charges of testing the material will be borne by supplier. The supplier shall also be registered with the then Ministry of Health (Certificate of Registration to be attached).</p>
02	<p>Temephos (50% EC). Required from manufacturer prequalified by WHO (attach certificate) in 01 liter packing. Storage stability / Expiry at least 03 years from the date of supply. Samples after receipt of supply can be sent to HEJ Research Institute of Chemistry, University of Karachi or to WHO regional Centre for testing and confirmation of the quality. The charges of testing the material will be borne by supplier. The supplier shall also be registered with the then Ministry of Health (Certificate of Registration to be attached).</p>

Section VIII. Sample Forms

1. Bid Form & Price Schedule in Pak Rupees.

Name of Bidder _____

1	2	3	4	5	6
Item	Description	Country of origin	Quantity	Unit Price	Total Cost

Signature of bidder.....

Note:- In case of discrepancy between unit price and total, the unit price shall prevail.

2. Contract Form

THIS AGREEMENT made the ____ day of _____ 19____ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and 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; and
- (f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Procuring agency)

Signed, sealed, delivered by the (for the Supplier)