

Bid Document for Procurement of Drugs by Procuring Agencies of Sindh



Sindh Public Procurement Regulatory Authority

Foreword

Procurement is an important step for efficient drug management and supply system. An effective procurement process ensures the availability of the right drugs in the right quantities, at reasonable prices, and at recognizable standards of quality. Problems can often be encountered if procurement is carried out without such a systematic process, for instance the needed medicines are out of stock, overstocks and wastage of resources, and purchase of low quality products.

Given the impact of procurement activities on the operation and effectiveness of health services, it is essential that these activities be performed by trained staff using sound procedures. Effective procurement is a collaborative process between the procuring agency, having trained staff, an appropriate management system, and Provincial Formulary Committee which make decisions as to which drugs to buy, in what quantities and from which suppliers.

This document is especially intended for procuring agencies to assist them in establishing an effective procurement system, which is of critical importance for a reliable and good quality health service.

In this document the word “drug” is used for “any natural or artificial made chemical which is used as medicine” as defined in Cambridge dictionary.

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Instructions to Bidders

A. Introduction

<p>1. Source of Funds</p>	<p>Any department or office of Government; or District Government; or any authority, corporation, body or organization established by law or which is owned or controlled by Government hereinafter called “the Procuring Agency”, financed by Government of Sindh or any other source to undertake the procurement.</p>
<p>2. Eligible Bidders</p>	<p>2.1 This Invitation for Bids is open to all Manufacturers and in case of imported goods, their Sole Agents / Importer in Pakistan, for supply of Drugs / Medicines, Suture / Ligatures, Surgical Disposable and Other Items on Free Delivery to Consignee’s end basis. The importer / sole agent must possess a valid authorization from the Foreign Principal / Manufacturer and drugs sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid drugs manufacturing license. The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan and letter for Pre qualification from Health Department. All national firms duly registered with relevant tax and other authorities as required under the Federal and/or Sindh Government’s laws, statutes, rules and relevant instructions (consistent with Sindh Public Procurement Rules (SPPR), 2010, and instructions contained in this document.)</p> <p>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the documents to be used for the procurement of drugs to be purchased under this Invitation for Bids.</p> <p>2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued in accordance with Rule 2 (q) of Public Procurement Rules 2010 and or blacklisted by any other procuring agency in the country.</p>
<p>3. Cost of Bidding Document</p>	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the department named in the Bid Data Sheet hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>

<p>4. Single Stage – Two Envelopes Bidding Procedure</p>	<p>4.1 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;</p> <p>4.2 The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;</p> <p>4.3 Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;</p> <p>4.4 The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;</p> <p>4.5 The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;</p> <p>4.6 During the technical evaluation, no amendments in the technical proposal shall be permitted;</p> <p>4.7 After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The time, date and venue shall be communicated to the bidders in advance.</p> <p>4.8 The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.</p> <p>4.9 The bid found to be the lowest evaluated bid shall be accepted.</p>
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B. The Bidding Documents

<p>5. Content of Bidding Documents</p>	<p>5.1 The list of drugs required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> (a) Instructions to Bidders (ITB) (b) Bid Data Sheet (c) General Conditions of Contract (GCC) (d) Special Conditions of Contract (SCC) (e) Schedule of Requirements & Price Schedules (f) Specifications (g) Bid Form (h) Bid Security Form (i) Contract Form
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	<p>(j) Performance Security Form (k) Form of Bank Guarantee (l) Manufacturer’s Authorization Form (m) Integrity Pact (where applicable) (n) Bid Evaluation criteria (n) Any other document deemed necessary by procuring agency</p> <p>5.2 The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed above, the said Bidding Documents shall take precedence.</p> <p>5.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and shall result in the rejection of bid.</p>
<p>6. Clarification of Bidding Documents</p>	<p>An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid; Provided <i>further</i> that any clarification in response to a query by any bidder shall be communicated to all parties who have obtained bidding documents without disclosing the name of bidder who has raised the query.</p>
<p>7. Amendment of Bidding Documents</p>	<p>At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.</p>

C. Preparation of Bids

<p>8. Language of Bid</p>	<p>The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of</p>
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	<p>interpretation of the Bid, the translation shall govern.</p>
<p>9. Documents Comprising the Bid</p>	<p>The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10,11, and 12; (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; (c) documentary evidence established in accordance with ITB Clause 14 that the drugs to be supplied by the Bidder are registered with brand/ generic/ trade name and conform to the bidding documents; and (d) bid security furnished in accordance with ITB Clause 15.
<p>10. Bid form</p>	<p>10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the drugs to be supplied, a brief description of the drug(s) , their country of origin (if applicable), quantity, and prices.</p> <p>10.2 Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.</p> <p>10.3 The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.</p> <p>10.4 The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.</p> <p>10.5 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.</p>

	<p>10.6 While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.</p>
<p>11. Bid Prices</p>	<p>11.1 The Bidder shall indicate on the appropriate Price Schedule, the unit prices and total bid price.</p> <p>11.2 For drugs supplied from outside Pakistan: Unless otherwise specified in the Bidding data sheet, the prices shall be quoted on a Delivery Duty Paid up to consignee end , inclusive of all taxes, duties, levies, fees imposed upto the delivery location specified in the Schedule of Requirements. No separate payment shall be made for the incidental services.</p> <p>11.3 For locally supplied Drugs: Unit price offered from within Pakistan, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all duties, levies, fees, sales tax and other taxes (where applicable) incurred until delivery.</p> <p>11.4 The terms DDP (Delivered Duty Paid up to consignee end) and EXW (Ex-works), shall be governed by the rules prescribed in the current edition of <i>Incoterms</i> published by the International Chamber of Commerce, Paris.</p> <p>11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 25.</p>
<p>12. Bid Currencies</p>	<p>Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.</p>
<p>13. Documents Establishing Bidder's Eligibility and Qualification</p>	<p>13.1 Pursuant to ITB Clause 9(b), the Bidder shall furnish, as part of its bid, the valid manufacturing license, valid drug registration, valid authorization letter of the manufacturer, valid import license (where applicable), valid agreement from the principal (duly verified from foreign mission in case of imported items), establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>13.2 The documentary evidence (on prescribed format) of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:</p>

	<p>(a) that, in the case of a Bidder offering to supply drugs under the contract which the Bidder did not manufacture or otherwise produce, the Bidder shall submit an undertaking on stamp paper worth Rs.50/- which shall be submitted with the tender to the effect that if the drug(s) supplied is declared substandard at any stage then the manufacturer, (in case of local manufacturer)/local distributor (in case of imported drug(s)) shall be equally responsible for all legal consequences under the Drug Act, 1976, and shall be liable to replace the substandard drug(s) at its own risk and cost. Such undertaking shall be under the seal and signature of the local manufacturer/local distributor as the case may be. (Specimen of undertaking is at Annexure-A).</p> <p>(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract (Annexure-B);</p> <p>(c) that, in the case of a manufacturer not doing business within the Islamic Republic of Pakistan, the Bidder (if awarded the contract) shall submit warranty of shelf life by the manufacturer.</p> <p>(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p> <p>(e) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.</p> <p>(f) The bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/ Provincial/ District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.</p> <p>(g) The bidder should have minimum one-year experience in the market. Similarly, it is mandatory that the item to be quoted by the bidder / Manufacturer should have availability in the market minimum for the last one year. Documentary proof shall have to be provided in this regard.</p> <p>(h) The bidder is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.</p> <p>(i) The bidder must indicate the registration number, make of country of origin / Manufacturer of the drugs, capacity of</p>
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	<p>production of the firm, its financial status, batch capacity, necessary assurance of quality production, GMP / cGMP, and list of qualified technical and supervisory staff working in the production and quality control departments in the manufacturing plants.</p> <p>(j) The bidder shall provide a list of plant, major machinery and equipment installed in the factory. In case of imported Drugs / Medicines, the profile / credentials of the foreign Manufacturer in the respective foreign country, shall be provided along with bid.</p>
<p>14. Documents Establishing Drugs' Eligibility and Conformity to Bidding Documents</p>	<p>14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, registration certificate establishing the conformity to the specification, formula as per Drug Act 1976.</p> <p>14.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the Manufacturer shall confirm.</p> <p>14.3 Submission of sample:</p> <p>(a) The bidder must produce along with technical proposal, SIX (06) samples of quoted product(s) according to the strength and packing of demand of enquiry. No technical proposal / bid shall be considered in absence of samples.</p> <p>(b) The representative sample(s) must be from the most recent stocks, supported by valid warranty as per Drugs Act 1976.</p>
<p>15. Bid Security</p>	<p>15.1 The procuring agency shall require the bidders to furnish a bid security not below one percent and not exceeding five percent of the bid price, which shall remain valid for a period of 28 days beyond the validity period for bids, in order to provide the procuring agency reasonable time to act, if the security is to be called;</p> <p>15.2 The Bid Security Shall:</p> <p>(a) at the Bidder's option, be in the form of either demand draft/call deposit or an unconditional bank guarantee from a scheduled Bank ;</p> <p>(b) be submitted in its original form; copies will not be accepted;</p> <p>(c) in case of a Joint Venture be issued in the name of the Joint Venture.</p> <p>15.3 The procuring agency shall verify the bid security document (i.e. demand draft/call deposit/Bank Guarantee) from the issuing bank within seven days of opening of bids.</p>

	<p>15.4 Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired.</p> <p>15.5 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.</p> <p>15.6 The bid security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract in accordance with ITB Clause 34;</p> <p>or</p> <p>(ii) to furnish performance security in accordance with ITB Clause 35.</p>
<p>16. Period of Validity of Bids</p>	<p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Agency as non responsive.</p> <p>16.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. In exceptional circumstances, the Procuring Agency may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
<p>17. Format and Signing of Bid</p>	<p>17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.</p>

	17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid affix stamp.
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D. Submission of Bids

18. Sealing and Marking of Bids	<p>18.1 The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> a. be addressed to the Procuring Agency at the address given in the Invitation for Bids and; b. bear the name and number indicated in the Invitation for Bids. <p>18.2 The inner envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.</p> <p>18.3 If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.</p>
19. Deadline for Submission of Bids	<p>19.1 Bids must be received by the Procuring Agency at the address specified in Bid Data Sheet, no later than the time and date specified in the Bid Data Sheet.</p> <p>19.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
20. Late Bids	<p>Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.</p>
21. Modification and Withdrawal of Bids	<p>21.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.</p> <p>21.2 No bid shall be modified after the deadline for submission of bids.</p>

	<p>21.3 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.6.</p>
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E. Opening and Evaluation of Bids

<p>22. Opening of Bids by the Procuring Agency</p>	<p>22.1 The Procuring Agency shall open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.</p> <p>22.2 The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.</p> <p>22.3 The financial bids found having without Bid Security (Earnest Money) shall also be returned unannounced to the bidders; even they qualified in the evaluation of technical proposal. However, prior to return to the bidder, the Chairman of the Purchase Committee shall record statement / reason on such bids.</p> <p>22.4 The Procuring Agency shall prepare minutes of the bids opening (technical and financial).</p>
<p>23. Clarification of Bids</p>	<p>During evaluation of the bids, 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, and no change in the prices or substance of the bid shall be sought, offered, or permitted.</p>
<p>24. Evaluation Criteria</p>	<p>24.1 For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous Drugs Testing Laboratory, test / analysis reports, inspection of plant / factory / premises, previous experience, financial soundness and</p>

	<p>such other details as the Procuring Agency, at its discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing evaluation factors/ criteria can be applied for the <u>TECHNICAL PROPOSALS</u>. The number of points allocated to each factor shall be specified in the Evaluation Report.</p> <p>24.2 Financial status of the firm would be derived from the transactions of bank statement and debt. The minimum financial worth is 150 million. Financially sound party with excellent business record could get higher marks.</p> <p>24.3 Range of marking would be based on the duration of the market availability of the product. The market availability/ rates checked from Market and at the level of District Head Quarter by the committee notified by Procuring Agency.</p> <p>24.4 100% complete information according to the bid requirement may the firm able to get maximum marks.</p> <p>24.5 After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark which is 60% or were considered non-responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. bidders' attendance at the opening of financial proposals is optional.</p> <p>24.6 Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.</p>
<p>25. Preliminary Examination</p>	<p>25.1 The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price</p>

	<p>that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.</p> <p>25.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>25.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.</p> <p>25.5 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and shall not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<p>26. Evaluation and Comparison of Bids</p>	<p>26.1 The Procuring Agency shall evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.</p> <p>26.2 The Procuring Agency’s evaluation of technical proposal / bid shall be on the basis of previous performances, previous test reports, inspection of plant/ factory / premises (if not previously conducted), previous experience, financial soundness and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders and bid Security.</p> <p>26.3 The Procuring Agency’s evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11, one or more of the following factors:</p> <p>(i). Business information:</p> <p>This section establishes if the company is manufacturer or wholesaler. It contains data to assess the size of the business in terms of staff, categories of staff, capital value, sales turnover and if the company is engaged only in public sector the sales turn over from the public sector. In such a case, the procurement agency needs to find the reason why such a</p>

	<p>company does not market its products in the private sector. A description of the company’s quality assurance system provides useful insights on how the concept of quality assurance is understood and implemented. (Annexure–B)</p> <p>(ii). Manufacturing information.</p> <p>All companies involved in the manufacturing process will have to submit this information. The information provided should be crosschecked with the description of the quality assurance system. (Annexure–B)</p> <p>(iii). As a wholesaler:</p> <p>a) The following information should be obtained from the manufacturers of product the wholesaler wishes to offer in addition to the information listed at sub clause (i) of 26.3.</p> <p>b) Give full details on the manufacturer (company name and address), with product lists and brochures of the manufacturing plants, laboratories etc.</p> <p>26.4 All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.</p> <p>26.5 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.</p>
<p>27. Contacting the Procuring Agency</p>	<p>No bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing. Any effort by a bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the bidder’s bid. Canvassing by any bidder at any stage of the Tender evaluation is strictly prohibited. Any infringement shall lead to disqualification.</p>
<p>28. Qualification & disqualification of Bidders</p>	<p>The Procuring Agency shall 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.</p>

F. Award of Contract

29. Award Criteria	Subject to ITB Clause 33, the Procuring Agency shall award the contract to the successful Bidder whose bid has been determined to be the lowest evaluated bid.
30. Procuring Agency's Right to Vary Quantities at Time of Award	The Procuring Agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity specified in the Schedule of Requirements without any change in unit price or other terms and conditions. The increase in quantity, however, shall not exceed fifteen percent.
31. Procuring Agency's Right to Accept any Bid and to Reject any or All Bids	The Procuring Agency reserves the right to accept or reject any or all bids, subject to relevant provisions of SPPR, 2010.
32. Limitations on Negotiations	<p>32.1 Negotiations may not relate to the price or substance of tenders or proposals specified by the bidder in his tender, but only to minor technical, Contractual or logistical details.</p> <p>32.2 Negotiations may normally relate to the following areas:</p> <ul style="list-style-type: none"> (b) minor alterations to technical details, such as the terms of reference, the scope of work, the specification or drawings; (c) minor amendments to the Special Conditions of Contract; (d) finalizing the payment arrangements; (e) mobilization arrangements; (f) agreeing final delivery or completion schedules to accommodate any changes required by the procuring agency; (g) the proposed methodology or staffing; (h) inputs required from the procuring agency; (i) clarifying details that were not apparent or could not be finalized at the time of bidding; (j) the bidder's tax liability in Pakistan, if the bidder is a foreign company. <p>32.3 Negotiations shall not be used to:</p> <ul style="list-style-type: none"> (a) substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods; (b) substantially alter the terms and conditions of Contract; (c) reduce unit rates or reimbursable costs, provided that in case of exceptional circumstances like exorbitant rate, rates higher than prevailing market rates, negotiation may be adopted; (d) reduce work inputs solely to meet the budget; or (e) substantially alter anything which formed a crucial or deciding factor in the evaluation of the Tenders or proposals.
33. Notification of	33.1 Prior to the expiration of the period of bid validity, the

<p>Award</p>	<p>Procuring Agency shall notify the successful Bidder in writing, by issuing letter of acceptance indicating that its bid has been accepted.</p> <p>33.2 The notification of award shall constitute the formation of the Contract.</p> <p>33.3 Upon the successful Bidder’s furnishing of the performance security pursuant to ITB Clause 35, the Procuring Agency shall promptly notify each unsuccessful Bidder and shall discharge its bid security, pursuant to ITB Clause 15.</p>
<p>34. Signing of Contract</p>	<p>34.1 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 Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>34.2 Within fourteen days, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency.</p> <p>34.3 If the successful bidder, after completion of all Codal Formalities shows inability to sign the Contract then their Bid Security / Earnest Money to the extent of proportionate percentage shall be forfeited and the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.</p>
<p>35. Performance Security</p>	<p>35.1 Within fourteen (14) days, or any other period specified in Bid Data Sheet, of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in any other form acceptable to the Procuring Agency.</p> <p>35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34 or ITB Clause 35.1 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.</p>
<p>36. Corrupt or Fraudulent Practices</p>	<p>36.1 “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;</p> <p>(i) “Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>(ii) “Collusive Practice” means any arrangement between two</p>

	<p>or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;</p> <p>(iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>(iv) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.</p> <p>36.2 Under Rule 19 of SPPR 2010, “The Procuring Agency can blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA.</p> <p>Provided that any supplier or contractor who is to be blacklisted shall be accorded opportunity of being heard as provided in SPPR 2010.</p> <p>36.5 Any communications between the Bidder and the Procuring Agency related to matters of alleged fraud or corruption must be made in writing.</p>
<p>37. Integrity Pact</p>	<p>Pursuant to Rule 89 of SPPR 2010, for all procurements estimated to exceed Rs. 10.00 million, the bidder shall sign an Integrity Pact in accordance with prescribed format attached hereto.</p>

Part One - Section II.
General Conditions of Contract

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GENERAL CONDITIONS OF CONTRACT

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) **“Consignee(s),”** where applicable, means the receiver / end user named in SCC.
 - (b) **“The Contract”** means an agreement enforceable by law and includes General and Special Conditions, Specifications, and Price schedule;
 - (c) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (d) **“The Contract”** means the agreement between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (e) **“Day”** means calendar day.
 - (f) **“GCC”** means the General Conditions of Contract contained in this section.
 - (g) **“Goods”** means drug/ medicines / surgical disposable / diagnostic & other items, which the Supplier is required to supply to the Procuring Agency under the Contract.
 - (h) **“The Procuring Agency ”** means
 - (i) any department or office of Government; or
 - (ii) District Government; or
 - (iii) any authority, corporation, body or organization established by law or which is owned or controlled by the Government.
 - (i) **“SCC”** means the Special Conditions of Contract.
 - (j) **“The Services”** means those services ancillary to the supply of goods, such as printing of special instructions on the label and packing, design, logo, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract.

- (k) **“The Supplier”** means the individual or firm supplying the drugs under this Contract.

2. Application

These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract.

3. Country of Origin

All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.

4. Standards

The drugs supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Obligation of the bidders

- 5.1 Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier’s performance under the Contract if so required by the Procuring Agency.
- 5.2 The Bidder shall permit the department or its nominee to inspect the Bidders accounts and records relating to the performance of the Bidders and to have them audited by auditors appointed by the Procuring Agency, if so required.

6. Use of Contract Documents and Information

- 6.1 The Supplier shall not disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.
- 6.2 The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
- 6.3 Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.

- 6.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.

7. Patent Rights

The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the drugs or any part thereof in the Islamic Republic of Pakistan.

8. Performance Security

- 8.1 Within fourteen (14) days, or any other duration as specified in SCC, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency, the performance security in the amount specified in SCC.

- 8.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 8.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be an unconditional bank guarantee / demand draft / Pay order issued by a scheduled bank located in the Islamic Republic of Pakistan, in the form provided in the bidding documents or another form acceptable to the Procuring Agency; or

- 8.4 The performance security will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

9. Submission of Samples

Labeling and Packing of the product would be examined in accordance with Labeling and Packing Rules 1986 of the Drugs Act 1976. The Supplier shall provide **SIX (06) samples (free of cost)** of the product to procuring agency.

10. Ensuring intimation of storage arrangements

To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

11. Inspections and Tests

- 11.1 The Procuring Agency or its representative shall inspect and shall send sample from each batch of drugs procured to testing laboratory to confirm their conformity to the Contract

specifications and the cost shall be borne by the supplier.

11.2 Should any inspected or tested drugs fail to conform to the specifications, the Procuring Agency shall reject the whole batch and destroy in presence of the supplier, and the supplier shall replace the rejected drugs with standard drugs to meet specification requirements free of cost to the Procuring Agency.

11.3 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the arrival at Procuring Agency's destinations shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring Agency or its representative.

11.4 Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.

12. Chemical and Physical examination of medicines

12.1 All the Drugs / Medicines shall be acceptable subject to chemical and physical examination. The chemical examination shall be carried out through the Provincial Drugs Testing Laboratories. The Inspection Committee constituted by the Consignee shall carry out the physical examination after receipt of supplies and standard test/ analysis report of the lab. If the facility for test / analysis is not available with the Laboratories, the batch release certificate and test analysis report of quality control / quality assurance department of the manufacturer shall be relied upon.

12.2 If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc, even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within **45** days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/ installments are declared as of against the required specifications, the entire performance security shall be

forfeited and the firm shall be blacklisted minimum for two years.

13. Packing

The Supplier shall provide such packing of the drugs as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit or as specified in the SCC.

14. Delivery and Documents

Delivery of the drugs shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

15. Insurance

The drugs supplied under the Contract shall be delivered duty paid (DDP) to consignees end under which risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility.

16. Transportation

The Supplier is required under the Contract to transport the drugs to a specified place of destination within the province of Sindh, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

17. Incidental Services

The Supplier shall be required to provide the incidental services as specified in Special Conditions of the Contract and the cost of which should include in the total bid price.

18. Warranty

18.1 The Drugs / Medicines shall be accompanied by the necessary warranty on Form 2-A (on judicial paper) in accordance with the provision of the Drugs Act, 1976 and rules framed there under. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

18.2 The shelf life at the time of inspection shall be minimum 95% for domestic and minimum 90% for imported drugs.

18.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

19. Payment

19.1 The method and conditions of payment to be made to the

Supplier under this Contract shall be specified in SCC.

19.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice, delivery challan and inspection note/ certificate.

19.3 Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

19.4 The currency of payment shall be Pak. Rupees.

20. Prices

Prices charged by the Supplier for drugs delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC.

21. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 13 & 14, make changes within the general scope of the Contract in any one or more of the following:

- (a) the method of shipment or packing;
- (b) the place of delivery

22. Contract Amendments

Subject to GCC Clause 21, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

24. Delays in the Supplier's Performance

24.1 Delivery shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

24.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the drugs, Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension

shall be ratified by the parties by amendment of contract.

24.3 Except as provided under GCC Clause 27, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.

25. Liquidated Damages

Subject to GCC Clause 26, if the Supplier fails to deliver any or all of the drugs within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed drugs for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26.

26. Termination for Default

26.1 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 any or all of the drugs within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract. or
- (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.

26.2 In the event, the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Procuring Agency for any excess costs for such purchase.

27. Force Majeure

27.1 Notwithstanding the provisions of GCC Clauses 24, 25, and 26, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to

perform its obligations under the Contract is the result of an event of Force Majeure.

27.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and is not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

27.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**28. Termination
for
Convenience**

28.1 The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

28.2 The drugs that are complete and ready for shipment/delivery within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining drugs , the Procuring Agency may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed supplies and for materials previously procured by the Supplier.

**29. Termination
for Insolvency**

The Procuring Agency may at any time terminate the Contract by giving written notice of one month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any

right of action or remedy which has accrued or shall accrue thereafter to the Parties.

30. Arbitration and Resolution of Disputes

The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

31. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

32. Applicable Law

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

33. Notices

- 33.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted drugs to the Procuring Agency.

35. Overriding effect of Public Procurement Rules 2010

In case of conflict or primacy of interpretation, the provisions of PPR 2010 shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.