PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods Worth Fifty Million or More

01.	NAME OF THE ORGANIZATION/DEPTT.	Federal Directorate of Immunization (FDI), Ministry of
01.		National Health Services,
		Regulations & Coordination,
		National Health Complex, Park
		Road, Chak Shahzad, Islamabad
02.	FEDERAL / PROVINCIAL GOVT.	Federal Government.
	E	N. A. S.
03.	TITLE OF CONTRACT	Procurement of Auto Disable
		Syringes 0.05ml.
04.	TENDER NUMBER	No. 1 (1) /23-24/Vaccines/FDI/ADS0.5ml
05.	BRIEF DESCRIPTION OF	AD Syringes 0.05ml are used to
00.	CONTRACT	administer all EPI Vaccines
		except BCG to children.
06.	TENDER VALUE	Rs. 237,489,384 (Rupees two hundred thirty-seven million, four hundred eighty-nine thousand three hundred-eighty-four only)
07.	ENGINEER'S ESTIMATE	Not Applicable
07.	(for civil Works only)	1
08.	ESTIMATED COMPLETION PERIOD	190 days
09.	WHETHER THE PROCUREMENT	YES
1.50.50.00	WAS INCLUDED IN ANNUAL	*
	ROCUREMENT PLAN? Yes / No	
10.	ADVERTISEMENT:	1

4 epi 26624.

		YES
	(i) PPRA Website Yes / No (Federal Agencies) (If yes give date and PPRA's tender number)	Tender No. TS529819E 10-01-2023
	(ii) Newspapers Yes / No (If yes give names of newspapers and dates)	YES 1. Daily Jang (Urdu). 2. Dawn (English) 10-01-2023
11.	TENDER OPENED ON (DATE & TIME)	25-01-2024 12:00 p.m
12.	NATURE OF PURCHASE Local/international	Local
13.	EXTENSION IN DUE DATE (If any) Yes / No	NO
14.	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of Buyers)	Two (Annex-1)
15.	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes / No (If yes enclose a copy).	YES (Annex-2)
16.	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes / No (If yes enclose a copy).	YES (Annex-2)
17.	WHICH METHOD OF PROCUREMENT WAS USED:- (Tick one) a) SINGLE STAGE - ONE ENVELOPE	
	b) single stage-two enevelopes procedure.	YESV
	c) TWO STAGE BIDDING PROCEDURE.	
	d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE.	÷
PI	EASE SPECIFY IF ANY OTHER METHOD	OF PROCUREMENT WAS

<u>4</u>	TED WITH BRIEF REASONS (i.e EMERGE NEGOTIATED TENDERING ETC.)	No.
18.	WHO IS THE APPROVING AUTHORITY	Following recommendation of the Central Procurement Committee, Mr. Iftikhar Ali Shallwani, M/o NHSR&C approved for award of contract.
19.	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.	N/A
20.	NUMBER OF BIDS RECEIVED	Two
21.	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No	Yes
22.	WHETHER INTEGRITY PACT WAS SIGNED Yes/ No	It is incorporated in the body of the contract

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA - II

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million Rupees or More

01.	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	Two
02.	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s Hospital Services & Sales, Karachi, Office at 13-C, Annexe, Block-6, P.E.C.H.S, Shahrah-e-Faisal, Karachi,
03.	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).	Most Advantageous bid (Lowest Evaluated Bidder)
04.	NEED ANALYSIS (Why the procurement was necessary?)	AD Syringes 0.05 ml are used to administer all FDI Vaccines except BCG to children.
05.	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)	N/A
06.	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes / No	YES
07.	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	12-03-2024 (Annex-3)
08.	CONTRACT AWARD PRICE	Rs. 237,489,384 (Rupees two hundred thirty-seven million, four hundred eighty-nine thousand three hundred-eighty-four only)

09.	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes / No (Attach copy of the bid evaluation report)	YES (Annex-4)
10.	ANY COMPLAINTS RECEIVED Yes / No (If yes result thereof)	NO
11.	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS Yes / No (If yes give details)	NO
12.	DEVIATION FROM QUALIFICATION CRITERIA Yes / No(If yes give details)	NO
13,	SPECIAL CONDITIONS, IF Any (Give Brief Description)	NO

[F.No.2/1/2008PPRA-RA.III]

No. 1(1) /2023-24/Vaccines/FDI

GOVERNMENT OF PAKISTAN

Ministry of National Health Services, Regulations & Coordination,

3rd Floor Kohsar Block New Secretariat, Planning & Development Directorate Islamabad.

Subject:

MINUTES OF BIDS OPENING OF CENTRAL PROCUREMENT COMMITTEE HELD ON 13-12-2023 FOR PROOCUREMENT OF VACCINES AND SYRINGES FOR FISCAL YEAR 2023-2024.

In pursuance to the advertisement published on 24-11-2023 in daily Jang Urdu, Dawn English, Aeen Peshawar Urdu, Kawish Hyderabad Urdu, Meezan Quetta, Dar-Haqeeqat Karachi and Mumtaz Islamabad newspapers, also uploaded on PPRA's website required under Rule-12 of PPRA Rules, 2004 and e-Pak Acquisition & Disposal System (EPADS) notified by PPRA Regulation vide S.R.O 296(I)/2023 dated 27-02-2023 title "E-Pak-Procurement Regulation 2023" and instructed Procuring Agencies to carry out all their procurement activities of Petty Cash, RFQ, open competitive Bidding through EPADS for invitation of bids (Tender Notice) for procurement of Vaccines and Syringes.

2. The meeting of Central Procurement Committee (notified by the Ministry of National Health Services, Regulations & Coordination vide Office Order No. F.No. No. 2-5/2021-Dir (P&D), dated 24-08-2023) was held on 13-12-2023 (Wednesday). The bids were opened at 12:00 noon on 13-12-2023 (as per schedule given in the advertisement) in the Joint Secretary (D&C) room of M/o NHSR&C, 3rd Floor Kohsar Block New Secretariat, Islamabad under the Chairmanship of Joint Secretary (D&C), Ministry of National Health Services, Regulations & Coordination, Islamabad.

PROCEEDING OF THE COMMITTEE

3. The procedure was adopted for opening of bids as per Rules 36(b) "Single Stage"-Two Envelopes Procedure "of the PPRA Rules, 2004.

Following bidders have purchased the bidding documents from FDI office

Islamabad to participate in the open tender of FDI:-

S.#	S.# Name of Items		Buyers of Bidding Documents			
01.	Becillus Chalmette Guerin (BCG)	1.	M/S Sind Medical Stores, Karachi			
	vaccine, vial of 20 doses	2.	M/S Hospital Services & Sales, Karachi			
02.	Bivalent Oral Polio Vaccine (bOPV)	1.	M/S Sind Medical Stores, Karachi			
	vials of 20 doses	2.	M/S Amson Vaccines & Pharma (Pvt) Ltd, Islamabad			
03.	Td vaccine for adults, adsorbed,	1.	M/S Sind Medical Stores, Karachi			
	vial of 20 doses	2.	M/S Ainson Vaccines & Pharma (Pvt) Ltd, Islamabad			
04.	Pentavalent (DPT-HepB-Hib)	1.	M/S Sind Medical Stores, Karachi			
	vaccine, vial of 1 dose	2.	M/S Amson Vaccines & Pharma (Pvt) Ltd, Islamabad			
05.	Auto Disable Syringe 0.05 ml	1.	M/S Hospital Services & Sales, Karachi			
	(ADS 0.05ml)	2.	M/S BMITCO (Private) Limited, Islamabad			
		3.	M/S Amson Vaccines & Pharma (Pvt) Ltd, Islamabad			



o. The quantity and delivery schedule for items to be procured as per advertisement and tender document is as under:-

		24
11	11.	1)
11.	11	11
		1

	Quantity in Doses		Bid Security.		
Vaccines for routine immunization		1st histallment (within 90 days from the date of award of Contract)	2 nd installment (within 110 days from the date of award of Contract)	3rd installment (within 130 days from the date of award of Contract or 20th June 2024 whichever is earlier)	25 of PPRA Rules, 2004
BCG-20	10,794,972	3,598,324	3,598,324	3,598,324	46,690,696.00
bOPV-20	28,063,987	9,354,663	9,354,662	9,354,662	37,043,955.00
Td-20	13,506,105	4,502,035	4,502.035	4,502,035	25,331,944.00
Pentavalent-1 Co-financing share of FY 2023/2024	5,892,800	1,964,266	1,964,267	1,964,267	91,574,112.00

Name of Syringes for Routine Immunization	Quantity in units	installment (within 150 days from the date of award of Contract)	2 nd installment (within 190 days from the date of award of Contract)	Bid Security 25 of PPRA Rules, 2004
AD Syringe 0.05 ml, with fixed Needle Size 26G x 3/8" or 27G x 10mm for BCG	10,794,972	5,397,486	5,397,486	27,143,991

- 6. Following Members of the Central Procurement Committee attended the meeting. The Composition of the committee is as under:-
- i. Joint Secretary (D&C), M/o NHSR&C, Islamabad
- ii. Dy. Director General (Health), M/o NHSR&C
- iii. Deputy Director (F&D), M/o NAS,R&C
- iv. Elector Medical Engineer (EME), NIH, Islamabad
- v. Director (Technical), FDI, M/o NHSR&C
- vi. Deputy Director (Procurement), FDI, M/o NHS,R&C

Chairman

Member
Member/Secretary

. Member

Member

Member

- 7. Representatives of the Bidders as per attached attendance sheet also witnessed the tender-opening process.
- 8. The following companies/bidders submitted their bids for participation in the tender at 11:00 hours on 13-12-2023. The bids were opened at 1200 hours on the same day. Names of the bidders against each item were loudly announced as summarized below:-

0010	***				
S.#	Vaccines and Syringes		Name of the Bidders		
1.	Becillus Chalmette Guerin (BCG) vaccine, vial of 20 doses	Not Quoted		: 10 전 :	
2.	Bivalent Oral Polio Vaccine (bOPV) vials of 20 doses		Not Quoted		
3.	Tetanus and Diphtheria Vaccine (Td) vaccine, vial of 20 doses	1.	M/S Amson Vaccines & Pharma (Pvt) Ltd, Islamabad. (Single Bidder)		
4.	Pentavalent (DPT-HepB-Hib) vaccine, vial of 1 dose		Not Quoted		
5.	Auto Disable Syringe 0.05 ml (ADS 0.05ml)	1.	M/S Amson Vaccines & Pharma (Pvt) Ltd, Islamabad. (Single Bidder)		

Recommendations Central Procurement Committee/Cell (CPC) (Technical bids), M/o NHSR&C



- 9. The Central Procurement Committee observed that five (05) items were advertised in the press i.e. Bacillus Chaimette Guerin (BCG), Bivalent Oral Polio vaccine (bOPV), Tetanus and Diphtheria vaccine (Td), Pentavalent and Auto Disable Syringe (0.05ml). In response **Single bids** have been quoted for Td and AD syringes 0.05ml whereas no response has been received for BCG, bOPV and Pentavalent vaccines. In addition to above the CPC observed that the present stock of vaccines is for 3-4 months.
- 10. It was unanimously decided by the CPC to re-tender the bids for Td vaccine and Auto Disable syringes 0.05ml for healthy competition. However, keeping in view the time constraint and vaccines stock out situation, the CPC decided to invoke the option of Exemption granted by Federal Government vide Case No. 233/09/2016 dated 23-11-2016 under Section 21 of PPRA Ordinance, 2002 in the best national interest, to safeguard the lives of children of Pakistan and approach UNICEF for BCG, bOPV & Pentavalent vaccine to include in the forecasting cycle of 2024 by 31st December, 2023 and to obtain cost estimates from UNICEF (Annex-I).
- The meeting ended with a vote of thanks to and from the chair.

(Dr. Inam Ali Bhatti)
Deputy Director (Procurement),
(FDI), M/o NHS,R&C
(Member)

Luquan Yaqoob
Procurement & Logistics
Officer (FDI)
(Co-opted)

Officer Hayat Procurement Officer (FDI) (Co-opted) (Dr. Zafar Iqbal Channa)
Director, (Technical),
(FDI), M/o NHS,R&C
(Member)

(Yaseen Liaqat Ali Langah)
Electro Medical Engineer,
NIH, Islamabad.
(Member)

Ali Háiler, ' Deputy Director (P&D), M/o NHSR&C (Dr. Shabeena Mushtaque Assistant Director (MF) Ministry of NHSR&C (Member)

MAVINE

(Dr. Shafi ur Rehman Afridi) Joint Secretary (D&C) M/o NHSR&C (Chairman)

MEETING OF CPC FOR OPENING OF TECHNICAL PROPOSALS FOR PROCUREMENT OF VACCINE. FDI, DURING CFY 2023-24 Salard

Dated 13-12-2023

SR.	NAME	Designating/ Dept	Cell No.	Signature
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9.			-	



Head Office: 13-C Annexe, Block-6, P.E.C.H.S., Shahrah-e-Faisal, Karachi. Sales Office: 45, Sunny Plaza, Hasrat Mohani Road, Karachi. Tel: +92-21-34521629 Fax: +92-21-34538792, E-mail: info@hsspakistan.com

January 13, 2024

To,

The Director General (Immunization),

Federal Directorate of Immunization,

Ministry of National Health Services, Regulations & Coordination,

Prime Minister's National Health Complex,

Chak Shahzad, Park Road,

Islamabad.

Subject:

Request for Issuance of Tender Documents. (AD Syringes 0.05ml)

Dear Sir,

Reference to the captioned subject and your advertisement in newspaper "Jang" dated 10th January, 2024 regarding the procurement of Auto Disable Syringes 0.05ml during financial year 2023-24. We are interested to participate in the above mentioned tender.

Kindly issue us the tender documents.

Thanks,

For Hospital Services & Sales,

Asim Sohail.

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a constant and the cons	To be filled in t	by the remitter	,V	To be	filled in by the I Officer or the Ti	Départmental. Jeasury
By whom tendered	Name (or designation) and address of the person on whose hehalf money is paid	Full particulars of the remittance and of authority (if any)	Amour	it	Hend of Account	Order to the Bank!
	money is para	(aly)	Rs.	Paisa		
Name	go		2,000/-		**	
Hospital Services & Sales 13-C, Annexe, Block 6, P.E.C.H.S. Shahrah-e-Faisal, Karachi	Federal Directorate of Immunization Ministry of National Health Services, Regulations & Coordination, Islamabad.	AD Syringes 0.05ml			C03 Miscellaneous Receipt C038	
Signature		Total*	2,000/-	17	pe ·	. —
*(In words) Rupees, Two thousand	only,		77	To be used only	in the case
Received I	Payment (In words) Rupe	ees	AGI BANK TO	[] []	of remittances to through Departr Officer or Tre Officer.	o the Bank mental
		Can	H-MEGE	AAGA	1-1 -1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
	Treasure.	Accountant.		Date	Treasury	Officer.

Agent



AMSON VACCINES & PHARMA (PVT) LTD.

January 16, 2024

Director General (Immunization) Federal Directorate of Immunization Ministry of National Health Services Chak Shahzad, Islamabad

Subject

Bidding documents for Syringes

Dear Su,

Please refer to your tender advertisement for procurement of EPI Vaccines & Syringes for the year 2023-24.

Kindly issue the bidding documents of the following product to the bearer of this lotter upon payment of tender fee.

1. AD Syringe 0.05ml with Fixed Needle

Hanks & Regards,

Amson Vaccines & Pharma (Pvt) Ltd.

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<u>National Bank of Pakistan/</u>
State Bank of Pakistan

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		State Bank o	<u>Pakistan</u>	W	
	TO BE FILLED THE REMIT			TO BE FILLED IN BY THE DEPARTMENT OFFICER OR THE TREASURY	
By whom Tendered	Name (or designation) and address of the person on whom behalf money is paid	Full particulars of the remittances and the authority (if any)	Amount	Head of Account	Order to the Bank
M/s Amson vaccine & Pharma (Pvt) Limited. Industrial Kahuta Road, Islamabad.	Director General (Imunization) Fedral Directoeate of Immunization (FDI) Minstry of National Health, Services & Coordination, Chak Shahzad, Islamabad	Fee for the purchase of tender Documents of (Re-Bidding) (AD Syringes 0.05ML with Fixed Needle)	Rs.2,000/-	C02835 C03 Miscellaneous Receipts C038 Others	Date Correct Receive and grant Receipt Signature and full designation of the officer ordering the money to be paid in
ignature In words) F eceived pa	Rupees Two Thous	sand only	South	To be used only in remittances to B an officer of the	ank through

Treasurer

Accountant

 $\langle \gamma_{k_{\ell}} \rangle$

Treasury Officer

No. 1(1) /2023-24/Vaccines/FDI GOVERNMENT OF PAKISTAN

Ministry of National Health Services, Regulations & Coordination,

3rd Floor Kohsar Block New Secretariat,

Planning & Development Directorate

Islamabad.

MINUTES OF THE MEETING OF TECHNICAL EVALUATION COMMITTEE OF THE BIDS AGAINST VACCINE AND SYRINGES HELD ON 26TH JANUARY 2024 FOR THE FISCAL YEAR 2023-2024.

The Procurement Committee (Technical Evaluation), Central Procurement Committee / Cell (CPC), M/O National Health Services, Regulations & Coordination, Islamabad notified vide Office Order No. F. No. 2-5/2021-Dir (P&D), dated 13th December, 2023, for procurement of FDI's vaccines and syringes met on 26-01-2024 at 10:00 hours in the Additional Secretary's room, under the chair of Additional Secretary, M/o NHS,R&C. The Committee evaluated the technical proposals submitted by various bidders to supply FDI vaccines and syringes in line with the bidding document, prevalent rules and criteria specified in bidding documents. The detail of quantities, schedule and nomenclature of vaccines and syringes as advertised in the tender notice are given below:-

			Delivery Schedule	9	Bid Security 25 of PPRA
Vaccines for routine immunization	Quantity in Doses	1st installment (within 90 days from the date of award of Contract)	700 installment (within 110 lays from the date of award of Contract)	3rd installment (within 130 days from the date of award of Contract or 20th June 2024 whichever is earlier)	Rules, 2004
ich zu	13,500,105	4,502,035	4,502,035	4,502,035	25,331,944.0

Name of Syringes for Routine Immunization	Quantity in units	installment (within 150 days from the date of award (Contract)	2nd installment (within 190 days from the date of award of Contract)	Bid Security 25 of PPRA Rules, 2004
AD Syringe 0.05 ml, with fixed Needle Size 26G x 3/8" or 27G x 10mm for BCG	10,791 172	7,486	5,397,486	27,143,991.00

2. Following Members of the Technical Evaluation Committee attended the meeting:
i. Additional Secretary, M/O NHSR & C Chairman

ii. DG (Dev), M/O NHS, R&C Member

iii. Deputy Director (P&D), M/o NHS,R&C Member/Secretary

iv. Director, (Technical), FDI, M/O NHS, R&C Member v. Deputy Director (Procurement), FDI, M/O NHSR & C Member

vi. Luqman Yaqoob, PLO, FDI Co-opted vii. Omer Hayat, P.O, FDI Co-opted

3. The procedure was adopted for opening of side as per Rules 36(b) "Single Stage"-Two Envelopes Procedure "of the PHPA Pulsa, 2004. The bids uploaded on PPRA's website required under Rule-12 of PPPA IN Fig. 0004 and e-Pak Acquisition & Disposal System (EPADS).

Page 1 of 3

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4. Following bidders have purchased the bidding documents from FDI office Islamabad to participate in the open tendor of FDI:-

S.#	Name of Items	Buyers of Bidding Documents					
01.	Td vaccine for adults, adsorbed, vial of 20 doses	1.	M/S Sind Medical Stores, Karachi				
		2.	M/S Amson Vaccines & Pharma (Pvt) Ltd, Islamabad				
02. Auto Disable Syringe 0.05 ml		Ĭ.	M/S Hospital Services & Sales, Karachi				
		2.	M/S Amson Vaccines & Pharma (Pvt) Ltd, Islamabad				
		-					

5. Technical Proposals of the following companies/bidders for the supply of Vaccines, and Syringes were considered as given below:-

S.#	Name of Vaccines and Syringes		Name of the Bidders
1.	Tetanus and Diphtheria Vaccine (Td) vaccine, vial of 20 doses	1.	M/s Amson Vaccines & Pharma (Pvt) Ltd, Islamabad
		3.	M/s Sind Medical Stores, Karachi
2.	2. Auto Disable Syringe 0.05 ml for BCG		M/s Hospital Services & Sales, Karachi.
		2.	N/s Amson Vaccines & Pharma (Pvt) Ltd, Islamabad

- 6. The Technical Evaluation Committee reviewed all the documents provided by the bidders to check either the bidders meet the standards of bidding documents. The documents of special significance that were needed to be checked were WHO prequalification, registration with the Drug Regulatory Authority of Pakistan, National Tax Number (NTNs), proof of payment of General Sales Tax, technical specifications of the vaccines, syringes and an affidavit that the bidders have not been blacklisted in past by any Government organization. The most abiding was strict adherence to the delivery schedule as laid down in the Bidding Document.
- 7. On the basis of the evaluation criteria laid down in the Bidding Documents, separate Evaluation Sheets for Td vaccine and ADS 0.05ml Syringes were prepared which are enclosed herewith. Technical evaluation conducted by the members of the TEC is as under:
 - i. <u>Diphtheria & Tetanus (Td) vaccines</u>: Two bids were received which were submitted by M/s Amson Vaccines & Pharma (Pvt) Ltd, Islamabad and M/s Sind Medical Stores, Karachi. The bidders have quoted Td vaccines produced by Biological E. Limited India and Serum Institute of India Pvt. Ltd which are WHO pre-qualified and registered with DRAP. Therefore, the both bids were found in order and stands as responsive (Annex-1).
 - Auto Disable Syringe (AD Syringes 0.05 ml): Two bidders namely M/s Hospital Services & Sales, Karachi and M/ (Pvt) Ltd, Islamabad have submitted bids for AD Syringes 0.05 ml, wat, fixed Needle Size 26G x 3/8" or 27G x 10mm for BCG. Both bidders were adjudged responsive as having technically qualified as shown in the Technical Evaluation Sheet at Annex-II.

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Page 2 of 3

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8. The report is submitted to the Final Evaluation Committee for further necessary

action.

(Dr. Inam Ali Bhatti)
Deputy Director (Procurement),
Federal Directorate of Immunization (FDI),
M/o NHS,R&C

(Member)

Luqman Yaqoob

Procurement & Logistic Officer Federal Directorate of Immunization (FDI),

(Co-opted)

(Muhammad Saleem Ullah)

Deputy Director (P&D) Ministry of NHSR&C

(Member/Secretary)

(Dr. Zafar Iqbal Channa)

Director (Technical),

Federal Directorate of Immunization

(FDI), M/o NHS,R&C

(Member)

Omer Hayat

Procurement Officer (FDI),

(Co-opted)

(Eng. Zulfiqar Ali Bhatti)

Director General (Dev),

M/o NHSR,&C, Islamabad. (Member)

(membe

Maggan Alialish

(Syer Mozzam Ali) Additional Secretary

M/o NHSR&C

(Chairman)

ATTENDANCE SHEET

MEETING OF CENTRAL PROCUREMENT COMMITTEE (TECHNICAL BIDS), M/O NHSR&C TO OPEN I TECHNICAL PROPOSALS FOR PROCUREMENT OF VACCINE, FDI.

Dated 25.

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	Asin Soffe 1	Hospital Services & Sites	0300-9842457	The state of the s
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TECHNICAL EVALUATION OF BIDS AD Syringes (0 05 ml) with fixed needle size 26Gx3/8" or 27G x10mm for BCG

2023-24/Vaccines/F January 26, 2024	
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1	Part 1. F. IGIBLE COODS as per bid document	per bid docur	ment							H-yeura
2 5	Name of 10 - Educa-	Items Offered	SECTION 3.1 Compilance of Technical specifications	SECTION 3.2 Local Registration with DRAP OF 0.55mf Syringe	SECTION 3.3 Under taking for Packing as per WHO guidelines	SECTION 3.4 Authorities OA/QC labs	SECTION 3.5 Blister pack for EO sterilization	SECTION 3.6 Raw nyterial medical grade		Remarks
	Mis nos in the view is parent.	AD Synuge 0.05ml	YES Perormance Outsity Sarety Post, Edokross	Y6.5 C59201, 8404K-0002176 14 Shou Auto Olsable Syringe	YES	80 Certificate DOCUMERTS SUBMITTED	YES	res		D.,alfaed
	Mis Anschlictories Altharma Pyllin harabot	AD Syringe 0.05ml	YES PGS code E008/069	3000739 Madeco Inject	(ES	EC CARCAC SOCUMENTS TURMITTED	YES	YES		Cuemed
1	Pan II E riners singibility			Cut ton					T	
in of	Name of the Studen	Items Offered	Authorization from the Manufacturer (Y or N) certified by the Pak embassy partnership deod (2.3)	the Manufacturer the Pak embassy deed (2.3)	Availability of NTN Stamp Paper & GST Certificates Bioderis not blacklisted (Y or N) blacklisted (Y or N) (2.4)	Affidavit on a Stamp Paper deposing that the Bidder is not biacklisted (Y or N) (2.4)		Does the Bidder qualify to be considered for competition in the next stage? (Y or N)		Remarks, dlany
-	Mrs nospital Services & Sales, Minnelli	AD Synnge if Offert	YES	15	fes 0685621	YES		YES	Eligible	Eligible for consideration in Part-III.
	e vineau variantes o riterne	at 1,0 % (1.7)	ur .	(9)	V = 1 1532992	YES		\$3A	Eligible	Eligible for consideration in Part-III
ii .	TOPONE PRO TO	II sms () seeds	Production of	Country of Origin	WHO pre-prefibed	Syringes conforming to technical specifications laid down by FDI	Viritian commitment to ensure labeling, packaging and transportation in line with VRIO's Guidelines	Written commitment of timely supply in accordance with the Schedule of Requirements	POINTS SCORED	Remarks, if any
	Total	Total Points = 100			35	15	15	35	100	
- 2 X	M/s Hospital Services & Sales. Karachi	AD Syringe 0.05ml	Wuxi Yushou Medical Appliance Co.	China	35	55	15	35	100	Qualified for opening of financial proposal
2 5:	Me Amschildeones & Phanna (Pet. Net Chamasad	AD Syringe 0 05mi	Abu Dhabi Medica: Devices Co L.L.C	United Arab Emirates	8	10	15	35	361	Qualified for opening of financial proposal
5	(Dr. Zarar tigbal Channa) Director (Technical) Federal Directorists of Intransacion (FDI) Variative of Nets R&C, (Member)	Deput Director (Procurent Federal Directorate of Ministry of NHS R&C.	— (Dr. Inam Ali Bhatti) Depuly Director (Procurement) Federal Directorate of Ministry of NHS R&C. (Member)	Omer Hayat P.O. FDI (Co-opted)	Luqman Yaqoob PLO FDI (Co-opted)	(Muhammad Saleem Ullan) Deputy Director (P&D) Menistry of National Health Peguter ons & Coordination, Ano NESS&C. (Secretary/Member)	aleem Ullah) ctor (P&D) Coordination SR&C Member)	(Eng. Zuffgar Au Bhatu) Director General (Dev), Maristry of NHSR&C (Member)	r Au Bhatu) peral (Dev). NHSR&C ber)	(Syed Moazzam Au) Additional Servetary Ministry of NHSR&C (Chairman)

TECHNICAL EVALUATION OF BIDS FOR Tetanus & Diphtheria (Td) vaccine No. 1 (1) /2023-24/Vaccines/FDI

Friday, January 26, 2024

PART - 1

									Annex-I
Sr. No.	Name of the Bidder	Vaccine Offered		Authorization from the Manufacturer (Y or N)	Registration of the Vaccines with the DRAP (Y or N)		Affidavit on a Stamp Paper deposing that the Bidder is not blacklisted (Y or N)	Does the Bidder qualify to be considered for competition in the next stage? (Y or N)	Remarks, if any
1	M/s Sind Medical Stores, Karachi	Td Vaccine	YES	YES	YES, 079217	YE3 0685622-5	YES	YES	Eligible for consideration in Part-li
	M/s Amson Vaccines & Pharma (Pvi) Ltd. islamabad	Td Vaccine	YES	YES	YES, 111088	YES 1532992	YES	YES	Eligible for consideration in Part-it

Sr.	Dame of the Elidder	Vaccines 04- en	Onginal Vianufactorer	Country of Origin	WHO Pre-qualified	Vaccine conforming to technical specifications laid arms by NCL, DRAP	packaging and transportation in line	Written commitment of timely supply in accordance with the Schedule of Requirements	POINTS SCOPED	Remarks, N
		Total Points = 1	00		35	15	15	35	100	
	i a sistem	Ta vaca e	I STATE OF CE	IN DO.		15	3.4	36	100	Magazesi tar sasang si Sasari
1.15	Amsun Victorias o Phinna	Ta Vacone	Entry 19 El Carated Incha	INDIA	35	15	15	35		Qualified for specify of proposal

(Children Channa) Encount (Technical)

Federal Directorate of Immunization (FDI) Ministry of NHS,R&C,

(Member)

(Dr. mum Al Brout) Deputy Director (Procurement) Federal Directorate of Immunization (FDI) Ministry of NHS,R&C,

(Member)

y Giner Hoyat PO. FOI

Lagman Yaqoob PLO, FDI (Co-opted) (Co-opted)

Viduhamnyad Saleem Ullah)

Ministry of National Health Services, Regulations & Coordination, Islamabad. M/o NHSR&C.

(Secretary/Member)

(Eng Zuffgar All Bhatb)

Director General (Dev), Ministry of NHSR&C (Member)

(Syed Milizzam Ali)

Additional Secretary Ministry of NHSR&C (Chairman)





GOVERNMENT OF PAKISTAN MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION FEDERAL DIRECTORATE OF IMMUNIZATION

Re-bidding

BIDDING DOCUMENTS FOR PROCUREMENT OF AUTO DISABLE SYRINGE (0.05 ML) with fixed needle size 26Gx3/8" or 27G x10mm for BCG

FINANCIAL YEAR 2023-2024

Process-1/ADS 0.05ml

January 2024





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A. Instructions to Bidders (ITB)

Introduction

Source of Funds 1.1 The Government of Pakistan has allocated funds under the head of "Drugs/Medicines" of the Federal Directorate of Immunization, Ministry of National Health Services, Regulations & Coordination for procurement of Syringes during the financial year 2023-2024 (hereinafter referred to as the "Purchaser"). 2 Eligible Bidders 2.1 This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents/Importers/Suppliers subject to the condition that they offer only such Syringes as are pre-qualified by the World Health Organization; 2.2 The foreign and local bidders must have a documentary proof to the effect that their source the original manufacturers of the WHO pre-qualified Syringes which are being offered; The Agents/Suppliers/Importers must possess a valid 2.3 authorization from the Manufacturer duly attested by concerned Pakistan Embassy/High Commission in country of Origin and shall have to submit a copy of Memorandum of Association/Partnership Deed registered with the Registrar of Companies; Bidders shall not be under a declaration of ineligibility for 2.4 corrupt and fraudulent practices issued by any Government (Federal or Provincial), a local body or a public sector organization. WHO prequalified Syringes as per technical specifications 3.1 . 3 Eligible Goods appended in Section F are eligible goods; The Syringes offered must be registered with the Drugs 3.2 Regulatory Authority of Pakistan, Ministry of National Health Services, Regulations & Coordination, Government of

Pakistan;

3.3

Packaging and Shipping of goods" available on the website: http://www.who.int/Syringes-documents/DocsPDF06/818.pdf.

The manufacturer must possess well equipped QC/QA lab

The quoted Syringes must be packed and transported in accordance with WHO's "Guidelines on International

3.4 The manufacturer must possess well equipped QC/QA lab having adequate physical, chemical and microbiological testing facility to carry out toxicity, endotoxin, pyrogen, absorbance, etc

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- This Invitation for Bids is open to all original Manufacturers, within Pakistan and abroad, and their Authorized Agents/Importers/Suppliers subject to the condition that they offer only such Syringes as are pre-qualified by the World Health Organization;
 - 2.2 The foreign and local bidders must have a documentary proof to the effect that their source the original manufacturers of the WHO pre-qualified Syringes which are being offered;
 - 2.3 The Agents/Suppliers/Importers must possess a valid authorization from the Manufacturer duly attested by concerned Pakistan Embassy/High Commission in country of Origin and shall have to submit a copy of Memorandum of Association/Partnership Deed registered with the Registrar of Companies;
 - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal or Provincial), a local body or a public sector organization.
- 3 Eligible Goods
- 3.1 WHO prequalified Syringes as per technical specifications appended in Section F are eligible goods;
- 3.2 The Syringes offered must be registered with the Drugs Regulatory Authority of Pakistan, Ministry of National Health Services, Regulations & Coordination, Government of Pakistan;
- 3.3 The quoted Syringes must be packed and transported in accordance with WHO's "Guidelines on International Packaging and Shipping of goods" available on the website: http://www.who.int/Syringes-documents/DocsPDF06/818.pdf.
- 3.4 The manufacturer must possess well equipped QC/QA lab having adequate physical, chemical and microbiological testing facility to carry out toxicity, endotoxin, pyrogen, absorbance, etc

- 4.8 Financial proposal failing to qualify in the technical evaluation will be returned to the bidders unopened;
- 4.9 The bidder scoring the highest points in the technical evaluation and offering the lowest price shall be declared successful.

The Bidding Documents

5 Contents of Bidding Documents

- 5.1 The bidding documents include:
 - (a) Instructions to Bidders (ITB):
 - (b) General Conditions of Contract (GCC);
 - (c) Special Conditions of Contract (SCC);
 - (d) Schedule of Requirements;
 - (e) Technical Specifications;
 - (f) Contract Form;
 - (g) Manufacturer's Authorization Form;
 - (h) Performance Guarantee Form;
 - (i) Bid Form; and
 - (i) Price Schedule
- 5.2 The Invitation for Bids does not form part of the Bidding Documents. In case of discrepancies between the Invitation for Bids and the Bidding Documents listed in 5.1 above, the Bidding Documents shall take precedence;
- 5.3 The bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish complete information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents may result in rejection.

6 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment;
- 6.2 All prospective bidders that have received the bidding documents will be notified of the amendment(s) in writing through fax or email which will be binding on them;
- 6.3 In order to allow the prospective bidders reasonable time to take the amendment(s) into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for submission of bids.

Preparation of Bids

7 Language of Bid

7.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid

exchanged by the bidder and the Purchaser shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8 Documents Comprising the Bid

8.1 The bid prepared by the Bidder shall comprise the following documents:

- (a) Bid Form and Price Schedule (to be submitted along with the financial proposal);
- (b) Evidence to the effect that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- (c) Evidence to the effect that the Syringes to be supplied by the Bidder are eligible goods as defined in Clause 3 and conform to the bidding documents; and
- (d) Bid Security.

9 Bid Prices

- 9.1 The Bidder shall indicate in the attached proforma of Price Schedule the unit prices and total bid price of the Syringes it proposes to supply under the Contract;
- 9.2 Proforma of Price Schedule is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed;
- 9.3 The Bidder should quote the price of Syringes according to the strength/technical specifications as provided in Section F relating to the Technical Specifications. Syringes with specifications different from the ones required by the Purchaser shall straightway be rejected;
- 9.4 The Bidder is required to offer very competitive price(s). All price(s) 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 will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes and duties during the contract period shall be passed on to the Purchaser.

10 Bid currencies

- 10.1 Prices shall be quoted in Pakistani Rupees.
- 11 Documents
 Establishing
 Bidder's Eligibility
 and Qualification
- 11.1 Documentary evidence should be submitted by the bidders alongwith the technical proposal to prove their eligibility and qualifications to perform the Contract to the Purchaser's satisfaction in the light of the following criteria:
 - (i) The Supplier/Agent/Importer shall have to produce a letter from the manufacturers to the effect that it is their genuine and authorized supplier, agent or importer of

- WHO pre-qualified Syringes which is being purchased by FDI;
- (ii) In the case of Manufacturers, documentary proof in the shape of a certificate from WHO to the effect that they are producing WHO pre-qualified Syringes of the required specifications;
- (iii) The local Manufacturer/Supplier/Agent/Importer shall provide to the Purchaser certificates of National Tax Number (NTN) and General Sales Tax Number along with a documentary proofs of being a tax payer and having a sound financial status;
- (iv) The foreign Manufacturer/Supplier/Agent/Importer shall submit similar documents from the country where it is operating;
- (v) The local Bidder/Manufacturer will submit an affidavit on a legal stamp paper of Rs. 100.00 (one hundred rupees) to the effect that its firm has not been blacklisted in the past on any ground by any Government (Federal or Provincial), a local body or a public sector organization. The Bidder will be debarred from the bidding process for submitting a false affidavit/statement;
- (vi) The foreign Bidders/Manufacturers shall submit a similar affidavit duly attested by the Pakistani Diplomatic Mission based in their respective countries;
- vii) The Bidder must indicate the country of origin of the Syringes, name and production capacity of the Manufacturer, its financial status, assurance of quality production and Good Manufacturing Practices (GMPs) being followed in the manufacturing plant.
- 12 Documents Establishing Goods' Eligibility
- 12.1 The Bidder shall furnish alongwith technical proposal, as part of its bid, documents establishing eligibility and conformity of the Syringes which it proposes to supply under the Contract;
- 12.2 Submission of samples:
 - No technical proposal/bid will be considered in the absence of sample(s). If the testing laboratory finds the syringes as of low quality, the bid will straightaway be rejected;
 - The representative sample(s) must be from the most recent stocks:

 A portion of the sample comprising at least 24 Syringes will also be handed over to the Procuring Agency for examination by the Procurement Committee (PC) at the time of opening of bids if the PC so desires.

13 Bid Security

- 13.1 The Bidder shall furnish, as part of its financial proposal, a Bid Security (earnest money) in the amount specified in the Special Conditions of Contract. The Bid Security of the unsuccessful bidders will be returned soon after approval of the successful Bidder. The Bid Security of the successful Bidder will be discharged upon signing of contract and furnishing the Performance Security Bond, duly guaranteed by a Scheduled Bank.
- 13.2 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws bid after its submission and before the announcement of the award; or
 - (b) in the case of a successful Bidder, the Bidder fails to sign the Contract within a week after the mandatory period of fifteen days of the announcement of award stipulated under Public Procurement Rules 2004.

14 Bid Validity

- 14.1 Bids shall remain valid for a period of six months from the date of opening of financial proposals. A bid valid for a shorter period shall be treated as non-responsive and rejected by the Purchaser;
- 14.2 The Purchaser shall ordinarily be under an obligation to process and evaluate the bids within the stipulated bid validity period. However, for any reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period.

Submission of Bids

15 Sealing and Marking of Bids

- 15.1 The envelopes si all be marked separately as "TECHNICAL PROPOSAL" an "FINANCIAL PROPOSAL" in bold and legible letters to .void confusion. The Bidder shall seal the proposals/bids ir separate envelopes and put them in a relatively bigger :nvelope to be sealed;
- 15.2 The inner and ofter envelopes shall:
 - (a) be addressed to the Purchaser at the address given in the Invitation for Bids; and
 - (b) bear the Project's name and address i.e. Federal Directors to of Immunization, Central Procurement

Committee/Cell (CPC), Planning & Development Directorate, Ministry of National Health Services, Regulations & Coordination, 3rd Floor, Kohsar Block, New Secretariat, Islamabad with the tender number indicated in the Invitation for Bids, and a statement: "DO NOT OPEN BEFORE," to be completed within the time and date specified in the IFB;

- 15.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Purchaser to return the bid unopened in case it is declared as "non-responsive" or "late" as the case may be;
- 15.4 If the outer and the inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 16 Deadline for Submission of Bids
- 16.1 Bids must be submitted by the bidders and received by the Purchaser at the specified address not later than the time and date given in the Invitation for Bids/Tender Notice that has appeared in the press and/or on the website of the Public Procurement Regulatory Authority.
- 16.2 The Purchaser may, at its convenience, extend this deadline for submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17 Late Bid
- 17.1 Normally, any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser shall not be entertained and returned unopened to the bidder. In special circumstances, however, the Purchase shall be within its right to give a relaxation of half an hour to a Bidder to file its bid.
- 18 Withdrawal of Bids
- 18.1 The Bidder, after submitting its bid, may withdraw prior to the expiry of the deadline prescribed for submission of bids.

Opening and Evaluation of Bids

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

- The bidders' names, item(s) for which they quoted their rate(s) and such other details as the Purchaser may, consider appropriate, will be announced at the time of opening of technical proposals. However, at the time of opening of Financial Proposals on a pre-indicated date, time and venue, the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Purchaser, may consider appropriate, will be announced;
- 19.3 Any financial bid found without the prescribed bid security (earnest money) shall be straightaway rejected even if it qualified in the process of technical evaluation;
- 19.4 The Purchaser will prepare minutes of the technical and financial bids opening meetings and will get these minutes signed by the Chairperson and members of the Procurement Committee (PC) and submit for approval of the Principal Accounting Officer i.e. the Secretary to the Government of Pakistan, Ministry of National Health Services, Regulations & Coordination, Islamabad.
- 20 Clarification of Bids
- 20.1 During the process of evaluation of the bids, the Purchaser may ask a Bidder for any clarifications of its bid. The request for such clarifications and the response shall be in writing. However, no change in the quoted price or substance of the bid shall be sought, offered, or permitted.
- 21 Preliminary Examination
- 21.1 The Purchaser will examine the bids to determine whether they are complete; whether any computational errors have been made; whether the required sureties have been furnished; whether the documents have been properly signed and linked, and whether the bids are generally in order;
- 21.2 Arithmetical errors in a financial bid will be rectified in the following manner:
 - (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
 - (ii) If there is a discrepancy between words and figures, the amount in words will prevail;
 - (iii) If the Bidder/Supplier does not accept the correction of the errors, its bid will be rejected;
- 21.3 The Federal Procurement Committee may waive any minor infirmity, non-conformity, or discrepancy in a bid if, in its view, it does not constitute material deviation, provided that such waiver does not prejudice or affect the relative ranking of any Bidder;

- 21.4 If a bid is found substantially non-responsive, it will be rejected by the Purchaser. It cannot subsequently be made responsive by the Bidder by correction of the nonconformity/discrepancy.
- 22 Evaluation & Comparison of Bids
- 22.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive;
- 22.2 The technical proposals/bids will be evaluated on the basis of inspection of plant/ factory/ premises (if not previously conducted), previous experience, financial soundness and such other details as the Purchaser may consider appropriate for making a sound judgment. However, the financial proposal will be evaluated on the basis of price inclusive of prevailing taxes and duties and Bid Security, being major factors, without ignoring the other relevant conditions as well.

23 Evaluation Criteria 23.1 Merit Point System:

The following merit point system for weighing evaluation factors/criteria will be applied for technical and financial proposals:

(a) Technical proposals/bids:

Evaluation criteria	Score (points)
WHO pre-qualified Syringes www.who.int/immunization_standards/vaccine quality/pqs_prequalified_devices or as mentioned in 2.1(b)	35
Syringes conforming to technical specifications laid down by FDI in Section F	15
A written commitment by the Bidder to ensure that labeling, packaging and transportation of Syringes shall be in line with WHO's "Guidelines on International Packaging and Shipping of goods" available on WHO's website.:http://www.who.int/vaccinesdocuments/DocsPDF06/818.pdf.	15
A firm written commitment of timely supply in accordance with the schedule of requirements	35
Total points	100

(b) Financial proposals/ bids:

After the completion of technical evaluation, the Purchaser shall inform the bidders scoring less than 70 points that their bids have been found non-responsive and that their financial proposal will be returned unopened after completing the selection process. The Purchaser shall simultaneously inform, in writing, the bidders having secured the qualifying points i.e. 70 and above of the date, time and place for opening the financial proposals. Bidder's attendance at the opening of financial proposal is optional;

- 23.2 Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to be present. Before opening the financial proposals, names of the bidders and the points scored by them in the technical evaluation shall be read out aloud. Total prices quoted by each in the financial proposal shall also be announced and recorded;
- 23.3 The lowest price quoted by a bidder securing 70 or more points in technical evaluation will be rated as the lowest evaluated bidder and shall be offered a contract for the supply of the full quantity of Syringes as advertised in the Tender Notice;

24 Contacting the Purchaser

- 24.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If any bidder wishes to bring additional information to the notice of the Purchaser, it may do so in writing;
- 24.2 Any direct or indirect effort by a bidding firm to influence the Purchaser during the process of selection of a bidder or award of contract may besides rejection of its bid result into its disqualification from participation in the Purchaser's future tenders.

25 Rejection of Bids

25.1 Notwithstanding anything stated here-before or hereafter, the Purchaser may reject any or all bids at any time prior to the acceptance of a bid. The Purchaser may upon request, communicate to a bidder, the grounds for its rejection, but shall not be under obligation to justify those grounds.

26 Re-Bidding

26.1 If the Purchaser has rejected all bids, it may move for a rebidding or may seek any alternative method of procurement under the provisions of the Public Procurement Rules, 2004 (as amended up to date).

27 Announcement of Evaluation Report

27.1

29.1

The Purchaser will display on the website of Public Procurement Regularity Authority the bids evaluation report and the resultant acceptance or rejection of bids at least fifteen days prior to the award of procurement Contract.

Award of Contract

28 Acceptance of Bid 28.1 and Award Criteria

The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, will be awarded the contract, within the original or extended period of bid validity.

29 Purchaser's right to vary quantities

The Purchaser reserves the right to increase or decrease the quantity of Syringes originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

- 30 Limitations on negotiations
- 30.1
- (a) Negotiations on matters other than the price or the bid's fundamentals may take place as, for example, indicated below:
 - i. minor alterations to technical details:
 - ii. minor amendments to the conditions of the contract:
 - iii. payment arrangements;
 - iv. mobilization arrangements;
 - v. final delivery or completion schedules;
 - vi. clarifying details that were not apparent or could not be finalized at the time of bidding;
 - vii. Bidder's tax liability in Pakistan, if the Bidder is a foreign company
- (b) Negotiations will not be used to change substantially:
 - the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
 - ii. the terms and conditions of the Contract and;
 - anything affecting the crucial or deciding factors in the evaluation of the proposals/ tenders and /or selection of successful bidder.

- 31 Notification of Award
- 31.1
- Prior to the expiry of the original or extended period of bid validity, the successful bidder will be informed in writing of acceptance of its bid by the Purchaser.

- 32 Signing of Contract
- 32.1 While conveying acceptance of bid to the successful bidder, the Purchaser will send him/her the Contract Form provided in the bidding documents, incorporating all points of agreement between the Parties.
- Within a week following the expiry of the ten days period after the official announcement of the award as stipulated in the PPR 2004, both the successful Bidder and the Purchaser will sign and date the Contract on legal stamp papers of the value of Rs. 500.00 (five hundred rupees). The Purchaser will issue Purchase Order as soon as the Contract is signed. In case the successful Bidder, after completion of all codal formalities, shows inability to sign the Contract, its Bid Security/Earnest Money shall be forfeited. The firm may also be blacklisted from taking part in any future bidding of the Purchaser for a period of up to five years. In such a situation, the Purchaser may make the award to the next lowest evaluated bidder or move for re-tender.
- 33 Performance Guarantee/ Security
- 33.1
- Before signing of the Contract, the successful Bidder shall furnish Performance/Bank Guarantee/Security in line with the Performance/Bank Guarantee/Security Form provided

with the bidding documents. Upon submission of the Performance Guarantee, the Bid Security (Earnest Money) will be returned to the Bidder:

Failure of the successful Bidder to comply with any of the requirements specified in this document shall be considered as sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder at the risk and cost of the former.

34 Corrupt or Fraudulent Practices

34.1

- (a) The Procuring Agency and the Bidders/Manufacturers/ Suppliers/Contractors are expected to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the relevant terms/phrases as may apply are defined below:-
 - (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 Purchaser, 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 Purchaser of the benefits of free and open competition;
 - (b) The Purchaser will take all possible administrative / legal measures if it is found that the Bidder pre-qualified for award was/is engaged in corrupt or fraudulent practice(s) before or after signing of the contract resulting into the conviction of the proprietor under criminal case besides blacklisting of the firm either indefinitely or for such period of time as may be determined by the Purchaser;
 - (c) The Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of a Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract.

B. General Conditions of Contract (GCC)

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser 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;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations;
- (c) "The Goods" means Syringes which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "The Services" mean those services ancillary to the supply of the above goods, such as printing of special instructions on the label and packing, design and logo of the Programme, transportation of goods up to the desired destinations and other such obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section;
- (f) "SCC" means the Special Conditions of Contract:
- (g) "The Purchaser" means the Federal Directorate on Immunization, Federal FDI Office, Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, Prime Minister's National Health Complex, Park Road, Islamabad;
- (h) "The Supplier" means the individual or firm supplying the goods under this Contract; and
- (i) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not inconsistent with the provisions of other parts of the Contract.

3. Standards

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

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to such employed person shall be made in confidence and shall extend only, as far as may be necessary, to such performance;

- 4.2 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) on completion of the Supplier's performance under the Contract;
- 4.3 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplies.

5. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the country.

6. Ensuring Storage arrangements

6.1 To ensure storage arrangements for the intended supplies, the Supplier shall inform the Federal FDI Office at least two weeks prior to the arrival of the consignments at its store/warehouse. However, in case no space is available at its store/warehouse at the time of supply, the Federal FDI Office shall, seven days prior to such a situation, inform the Supplier, in writing, of the possible time frame of availability of space by which the supplies could be made. In case the Supplier abides by the given time frame, he will not be penalized for delay.

7. Inspections and tests

- 7.1 The Purchaser or its representative shall have the right to inspect the goods during the manufacturing process at the cost payable by the Supplier or its Principal. The Purchaser shall also have the right to have the goods tested at the cost payable by the Supplier or its Principal to confirm their conformity to the Contract specifications;
- 7.2 The Purchaser's right to inspect, test and, where necessary, reject the goods either at Supplier's premises or upon arrival at Purchaser's destinations shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and approved by the Purchaser or its representative prior to the goods shipment from the manufacturing point.

8. Delivery and Documents

8,1 The Supplier shall in accordance with the terms specified in the Schedule of Requirements make delivery of the goods. Details of documents to be furnished by the Supplier are specified in SCC.

9. Insurance

9.1 The goods supplied under the Contract shall be delivered to the Procuring Agency after the payment of all taxes and customs duty, cess, octroi charges etc. Risk will be transferred to the Purchaser only after the delivery of these goods has been made to the Procuring Agency. Hence, payment of insurance premium, if any, shall be the responsibility of the Supplier.

10. Transportation

10.1 The Supplier shall arrange such transportation of the goods as is required to prevent them from damage or deterioration during transit to their final destination as indicated in the Schedule of Requirements; 10.2 The goods shall be supplied on "Delivered Duty-Paid (DDP)" basis at the Federal FDI Cell, Prime Minister's National Health Complex, Park Road, Chak Shahzad, Islamabad as per Schedule of Requirements on the risk and cost of the Supplier. Transportation including loading/unloading of goods shall be arranged and paid for by the Supplier.

11. Incidental Services

11.1 The Supplier will be required to provide to the Purchaser incidental services the cost of which should be included in the total bid price.

12. Warranty

- 12.1 The Syringes shall be accompanied by a warranty and must have a shelf life specified in the Technical Specifications in Section F.
- 12.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising out of this warranty.

13. Payment

- 13.1 The method and conditions of payment to be made to the Supplier under this Contract are specified in SCC.
- 13.2 The currency of payment will be Pakistani Rupees.

14. Assignment

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

15. Delays in the Supplier's Performance

- 15.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements;
- 15.2 If at any time in the course of performance of the Contract, the Supplier encounters any circumstances impeding timely delivery of the goods, he/she shall promptly notify the Purchaser in writing of the causes of delay and its likely duration. As soon as practicable, after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, depending on merits of the situation, extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by a supplementary Contract to be treated as an addendum to the original contract;
- Any undue delay by the Supplier in the performance of its delivery obligations shall render it liable to the imposition of liquidated damages.

16. Penalties/ liquidated Damages

16.1 In case of late delivery, even for reasons beyond control, penalty as specified in SCC will be imposed upon the Supplier/ Manufacturer. The Purchaser may consider termination of the Contract in case there is an unusual delay in the delivery of the goods whereby the ongoing activity is likely to be affected seriously.

17. Termination 17.1 for Default

The Purchaser may, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, terminate the Contract in whole or in part if:

- a) the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- the Supplier fails to perform any other obligation(s) under the Contract to the satisfaction of the Purchaser; and
- the Supplier, in the judgment of the Purchaser, has engaged itself in corrupt or fraudulent practices before or after executing the Contract.

18. Force Majeure

The Supplier shall not be liable for forfeiture of its Performance 18.1 Guaranty/Bid Security, or termination/blacklisting for default if and to the extent that this delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mal-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of the Ministry of National Health Services, Regulations & Coordination, constituted for redressing grievances, will examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and will submit its recommendations to the competent authority. unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

19. Termination 19.1 for Insolvency

The Purchaser 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 that event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the Parties.

20. Arbitration and Resolution of Disputes

- 20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the 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.
- 20.3 In case of any dispute, concerning the interpretation and/or application of this Contract is to be settled through arbitration, the Secretary to the Government of Pakistan for Law, Justice and Human Rights or his nominee shall act as a sole arbitrator. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties

21. Governing Language

21.1 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 English.

22. Applicable Law

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

C:

Re-bidding-Invitation for Bids

GOVERNMENT OF PAKISTAN MINISTRY OF NATIONAL HEALTH SERVICES, REGULATIONS & COORDINATION FEDERAL DIRECTORATE ON IMMUNIZATION

No. 1 (1)/2023-24/Vaccines/FDI

Procurement of FDI Vaccines and Syringes, for the Financial Year 2023-24

The Chairman Central Procurement Committee/Cell (CPC), Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, invites technical and financial bids for Federal Directorate of Immunization (FDI) in separate sealed Envelopes on Delivered Duty Paid (DDP) basis at the FDI office, Prime Minister's National Health Complex, Chak Shahzad, Park Road, Islamabad from original Manufacturers, their Authorized Agents and Suppliers in Pakistan registered with Income Tax and Sales Tax Departments and on Active Payers List (APL) of FBR for FDI Vaccines and syringes. Schedule of Requirements in quantities is given in the following table:

Name of Syringes for Routine Immunization	Quantity in units	1st installment (within 150 days from the date of award of Contract)	2 rd installment (within 190 days from the date of award of Contract)	Bid Security 25 of PPRA Rules, 2004
AD Syringe 0.05 ml, with fixed Needle Size 26G x 3/8" or 27G x 10mm for BCG	10,794,972	5,397,486	5,397,486	27,143,991

- 2. Interested eligible bidders may obtain bidding documents from the Federal Directorate of Immunization on submission of a written application along with payment of a non-refundable fee of Rs. 2,000/- (Rupees two thousand only). Bidding documents will be issued during office hours up to a day before opening of the bids. However, a copy of the bidding documents will be available for information only on the website of the Public Procurement Regulatory Authority (PPRA) i.e. www.ppra.org.pk until the closing date for submission of bids.
- 3. In accordance with the provision of Rule 36(b) of Public Procurement Rules, 2004 and terms and condition defined in the bidding documents, Single stage two envelopes bidding procedure specified in the Public Procurement Rules, 2004 shall be followed for receiving and processing the bids. All proposals must be accompanied by a Bid Security in the shape of a pay order/bank draft/call deposit receipt/bank guarantee is required to be deposited in the name of the Drawing & Disbursing Officer of FDI, Islamabad. Any financial proposal not accompanied by the pay order/bank draft/call deposit receipt/bank guarantee shall be rejected.
- 4. All the interested bidders are required to register themselves and submit their bid online at http://eprocure.gov.pk.
- 5. Moreover, the original proposals, Separate sealed bids for each of the above-mentioned FDI Vaccines and syringes should be dropped in the tender box provided for the purpose in the Committee Room of the Ministry of National Health Services, Regulations & Coordination, 3rd Floor Kohsar Block, New Secretariat, Islamabad up to 11.00 hours on 25th January 2024 (Thursday). Bids will be opened publically on the same day at 12.00 Hours in the Conference Room of M/O NHSR&C by the Central Procurement Committee/Cell in the presence of bidders or their authorized representatives.
- 6. Bidders are requested to give their best and final prices as negotiations on the price once quoted/offered are not permissible under the Rules. The competent authority reserves the right to reject all bids at any time prior to acceptance of a bid or proposal and also increase or decrease the quantities as per Rule 33 (Rejection of Bids) of PPRA Rules 2004.
- The invitation for bids published earlier on daily Dawn 24-11-2023 and Jang on 25-11-2023 may be treated as cancelled to the extent of BCG, bOPV and Pentavalent vaccines.

Chairman

Central Procurement Committee/Cell (CPC)
Ministry of National Health Services, Regulations & Coordination,
3rd Floor, Kohsar Block New Secretariat, Islamabad
Phone No. 051-9217024
Phone No. 051-9255101

D: Special Conditions of Contract (SCC)

Purchaser and the Supplier

The Purchaser is the Federal Directorate of Immunization, Federal FDI Office, Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, Park Road, Chak Shahzad, Islamabad.

The Supplier is:

2. Bid Security

The Bidder shall furnish, as part of its financial proposal/bid, refundable Bid Security/Earnest Money in the shape of Bank Draft/ Pay Order/Call Deposit/Bank Guarantee in the name of the **Drawing & Disbursing Officer** of the Federal FDI Office, Islamabad. The financial bid found deficient of the Bid Security will be rejected. No personal cheque in lieu thereof will be acceptable at any cost. The previous Bid Security, if any, will not be considered or carried forward. However, the Bid Security of the successful Bidder will be returned upon submission of Performance/Bank Guarantee equal to 10% of the Contract amount that will remain with the Federal Directorate of Immunization till satisfactory completion of the Contract period.

Inspections

The Federal Cold Store in Islamabad, while receiving the Syringes from the Supplier, will thoroughly inspect and examine it to ensure that the Syringes being supplied fully conforms to the sample which had been submitted by the Supplier along with its bid and which has been approved by the Purchaser. The inspection/examination will be undertaken by the Federal Inspection Committee constituted by the Director General (Immunization), Federal FDI Office, Islamabad. The Committee will submit its inspection report to the Director General (Immunization) along with bills/delivery challans for settlement. Any deficiency pointed out by the Committee shall have to be rectified by the Supplier free of cost.

4. Delivery and Documents

The Supplier shall provide the following documents at the time of delivery of the Syringes to the Store/Warehouse of the Federal FDI Office for verification duly completed in all respects:

- (i) Original copies of Delivery Note (Challan) (in duplicate) showing name of the destination to which delivery is to be made, item's description, Lot Number, Batch Number, Registration Number, manufacturing and expiry dates and quantity.
- (ii) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of destination to which delivery is to be made, item's description, Lot Number, Batch Number, Registration Number, manufacturing and expiry dates, quantity, unit cost, and total amount.

(iii) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, unit cost (without GST), amount of GST and total amount (with GST).

Insurance

The goods supplied under the Contract shall be delivered, on the basis of "Delivered Duty Paid (DDP)", at the Federal FDI Cell, Chak Shahzad, Islamabad under which risk will be transferred to the Purchaser only after it has taken delivery of the goods. Hence, insurance coverage is Supplier's responsibility and they must arrange for it.

6. Warranty

The Syringes supplied shall have a warranty till the validity of their shelf life. The Supplier will be bound to replace the Syringes if any defects are found and complaints received from the field about their performance during the shelf life of Syringes.

7. Payment

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

- (a) Payment shall be made in Pak Rupees.
- (b) The payment will be made to the Supplier within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respects and signed and stamped by the Chairman of the Federal FDI Office Inspection Committee to be constituted by the Director General (Immunization), FDI. This Inspection Committee will prepare and submit to him a report of physical inspection with a certificate to the effect that the goods conform to the specifications and samples, which were provided by the Supplier at the time of submission of bids.

8. Performance Guarantee/Security

Before signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security on legal stamp paper(s) of appropriate value equivalent to 10% of the total Contract amount from any of the scheduled banks. The Performance Guarantee/Security Form is provided in the bidding documents. Upon submission of Performance Guarantee, the Bid Security would be returned to the Bidder.

9. Penalties/Liquidated Damages

In case the deliveries are not completed within the time frame specified in the Schedule of Requirements, the Contract will stand cancelled followed by a Show Cause Notice to the Supplier. No supplies will be accepted subsequently and the amount of Performance Guarantee/Security will be forfeited to the Government Account and the firm will be blacklisted at least for two years for future participation in bids.

In case of late delivery of Syringes beyond the period specified in the Schedule of Requirements, penalty @ 0.3% per day of the cost of late delivered goods shall be imposed upon the Supplier. Details of penalties/liquidated damages are given in the Schedule of Requirements.

10. Arbitration and Resolution of Disputes

Dispute resolution mechanism to be applied shall be as follows:

In case of any dispute concerning the interpretation and/or application of the Contract, it shall be settled through arbitration. The Secretary to the Government of Pakistan, Ministry of Law, Justice and Human Rights or his nominee shall act as a sole arbitrator. The decisions taken and/or award given by the arbitrator shall be final and binding on the Parties.

11. Governing Language

The language of this Contract shall be English.

12. Applicable Laws

The Contract shall be governed by the Laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction.

13 Notices

Purchaser's address for notice purposes:

Director General (Immunization), Federal Directorate of Immunization, Ministry of National Health Services, Regulations & Coordination, Government of Pakistan, Prime Minister's National Health Complex, Park Road, Chak Shahzad, Islamabad Ph# 051-9255101, 9255722, 9255360 & 9255370

Supplier's address for notice purposes:	

E: Schedule of Requirements

1. Schedule of Requirements

The entire quantity of Syringes shall be delivered in two installments outlined in the following table:

<u>SN</u>	Name of Syringes	Quantity in units	1 st installment (within 150 days from the date of award of Contract)	2 nd installment (within 190 days from the date of award of Contract)
1	AD Syringe (0.05 ml) with fixed needle size 26x3/8" or 27G X10mm for BCG	10,794,972	5,397,486	5,397,486

Delay in the delivery shall result in penalties to be paid by the Supplier without any argument or question @ 0.3% per day of the cost of the undelivered portion of the syringes. If and when the amount of penalty equals to or exceeds the amount of Performance/Bank Guarantee, the contract shall stand cancelled and the Bank Guarantee forfeited in favour of the Government of Pakistan.

2. Distribution Plan

The Federal FDI Office will have its own arrangements for distribution of Syringes among the Provinces/Areas.

F: Technical Specifications

Detailed technical specifications of Syringes have been given in WHO publications entitled "Procurement of goods (Syringes) for Public-Sector Programmes" and "Product Information Sheets 2000 Edition". Gist of specifications from these publications is given below:

Programmatic Specifications

Syringes

Syringes	Vaccine Capacity	Graduation	Material	Fixed Needle	Prevented from Reuse
AD Syringes with fixed needle size 26x3/8" or 27G x 10mm for BCG	0.05 ml	0.05 ml	Polypropylene	26x3/8" or 27G x 10mm	Auto disable syringe WHO approved mechanism as per PQS list at WHO website: www.who.int/immuniz ation_standards/vacci ne_quality/pqs_prequ alified_devices

Note: Maximum shelf life of the quoted syringes should not be less than 5 years and should not be less than 50% at the time of delivery at FDI warehouse.

G: Sample Forms

1. Performance Guarantee/Security Form

To: [Name & Address of the Purchaser]

Whereas [Name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Supplier shall furnish to the Purchaser with a Bank Guarantee by a Scheduled Bank for the sum of 10% of the total Contract amount as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to provide a Guarantee for the said Supplier

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

This guarantee shall be valid for four months after the completion of delivery of supplies by the Supplier to the Purchaser of the full quantity of Syringes for which this Guarantee is being given.

Signature an	d Seal	of the	Guarantors/	Bank

Address

Date

2. Manufacturer's Authorization Form

To: [name of Purchaser]

We hereby commit and assure our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods offered for supply by the above mentioned firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

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

3. Contract Form

WHEREAS the Purchaser invited bids for procurement of Syringes, in pursuance whereof M/s (firm name) being the Manufacturer/authorized Supplier/ authorized Agent of (item name) in Pakistan and offered to supply the required item; and

Whereas the Purchaser has accepted the bid by the Supplier for the supply of (item name) in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs (amount in figures and words).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
- The following documents shall be deemed to form and be read and construed as an integral part of this Contract, viz:
- Price Schedule submitted by the Bidder,
- Schedule of Requirements;
- > Technical Specifications:
- General Conditions of Contract;
- Special Conditions of Contract;
- > Purchaser's Notification of Award; and
- Purchase Order
- 3. In consideration of the payments to be made by the Purchaser to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/Manufacturer hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity, in all respects, with the provisions of this Contract/ or make replacement of defective goods, as the case may be, without any additional charge, to the satisfaction of the Purchaser.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
- 5. [The Seller/ Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit form Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
- 6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to

anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

- 7. [The Seller/ Supplier] certifies that it has made and will make full disclosures of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
- 8. [The Seller/ Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, Contract or other instrument, be voidable at the option of GoP.
- 9. Notwithstanding any rights and remedies exercised by GoP in this regard, [The Seller/ Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Seller/ Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.
- 10. In case of any dispute concerning the interpretation and/or application of this Contract, it shall be settled through arbitration. The Secretary to the Government of Pakistan, Ministry of Law, Justice and Human Rights or his nominee shall act as a sole arbitrator. The decisions taken and/or award given by the sole arbitrator shall be final and binding on the Parties.
- This Contract shall be governed by the laws of Pakistan and the Courts of Pakistan shall have exclusive jurisdiction to adjudicate in cases of litigation arising out of this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed at _____(the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed by the Manufacturer/ authorized Supplier/ authorized Agent

Signed/ Sealed by Purchaser

1.

1.

2.

2.

H: Bid Form & Price Schedule

1. Bid Form

No. 1 (1)/2023-24/Syringes/FDI/ADS 0.05ml

To: [Name and address of Purchaser]

Dear Sir.

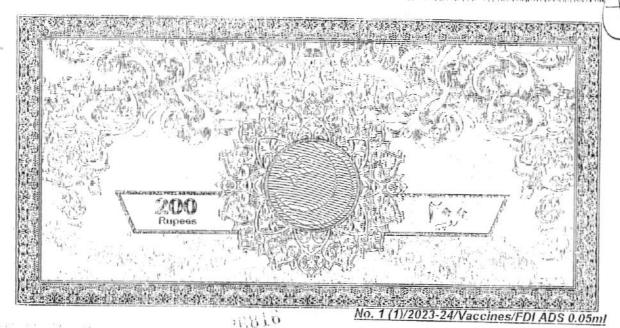
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount], [Bid Amount in words] or such other sums as may be ascertained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

- 2. We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
- If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 10% of the Contract Price for the due performance of the Contract, in the form prescribed by you.
- 4. We agree to the validity of this bid for a period of [180] days from the date fixed for financial bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Until a formal Contract is prepared and executed, this bid, together with the written acceptance thereof and notification of award, by the Purchaser, shall constitute a binding Contract between us.
- We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this	day of	, 200	
Signature			
(in the capac	city of)		
Duly authoriz	zed to sign bi	d for and o	on behalf of

Name of Bidder_	-	7	Rupees	
No. 1 (1)/2023-2₄	4/Syringes/FDI	/ADS 0.05ml		
Syringes	Units required	Price Per Unit in Rupees	Total cost in Rupees	Bid Security 25 of PPRA Rules, 2004
AD Syringe 0.05 ml, with fixed Needle Size 26 G x 3/8" or 27 G x 10mm for BCG.	10,794,972			

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CONTRACT

THIS CONTRACT is made at Islamabad on 12th day of March 2024, between the President of the Islamic Republic of Pakistan through the Director General (DG), Federal Directorate of Immunization (FDI), Ministry of National Health Services, Regulation & Coordination, Prime Minister's National Health Complex, Chak Shahzad, Park Road, Islamabad (hereinafter referred to as the "Burchaser") of the First Part; and M/s Hospital Services & Sales, Karachi, a firm registered under the laws of Pakistan and having its registered Office at 13-C, Annexe, Block-6, P.E.C.H.S, Shahrah-e-Faisal, Karachi, (hereinafter called the "Supplier") of the Second Part (hereinafter also referred to individually as "Party" and collectively as the "Parties").

WHEREAS The Purchaser invited bids for procurement of Auto Disable Syringes 0.05ml with needle size 26G x 3/8" or 27G x 10mm, in pursuance whereof M/s Hospital Services & Sales, Karachi being the authorized Agent in Pakistan of the M/s Wuxi Yushou Medical Appliances Co., Ltd. CHINA, offered to supply the required item; and

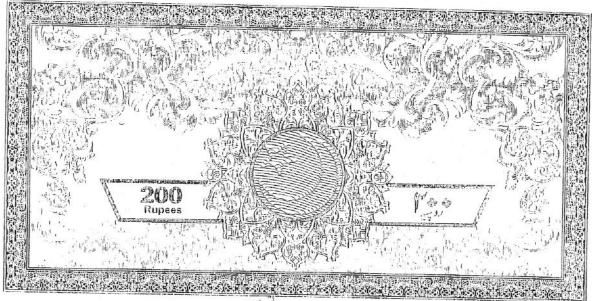
WHEREAS the Purchaser has accepted the bid by the Supplier for the supply of Auto Disable Syringes 0.05ml with needle size $26G \times 3/8$ " or $27G \times 10$ mm in the sum of Rs. 22.00 (Rupees twenty-two only) per syringe according to which the total cost of 10,794,972 syringes/units shall be Rs. 237,489,384 (Rupees two hundred thirty-seven million, four hundred eighty-nine thousand three hundred-eighty-four only); and

WHEREAS the Supplier has undertaken to supply 10,794,972 (ten million, seven hundred ninety four thousand nine hundred seventy-two) syringes/units of Auto Disable Syringes 0.05ml with needle size 26G x 3/8" or 27G x 10mm in two installments in a manner that the first installment of 5,397,486 syringes/units shall be delivered within one hundred fifty (150) days from the date of signing of this contract and the second installment of 5,397,486 syringes/units within one hundred ninety (190) days from the date of signing of this contract. The payment will be made to the Supplier within 30 days of the receipt of original delivery challan(s) and invoice(s) in duplicate duly completed in all respects:

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- 1 In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract";
- The following documents shall be deemed to form and be read and construed as an integral part of this Contract, viz:
 - a) the Price Schedule submitted by the Bidder;
 - b) the Technical Specifications;
 - c) the General Conditions of Contract;
 - d) the Special Conditions of Contract;
 - e) the Purchaser's Notification of Award; and
 - f) the Purchase Order

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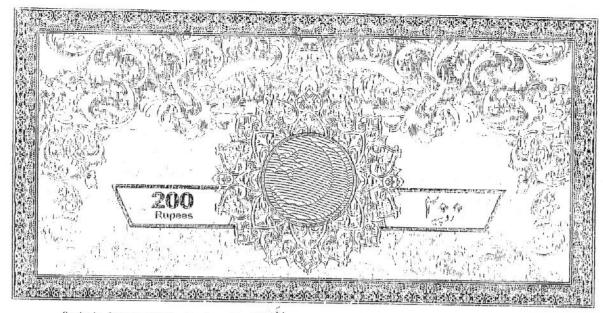


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- In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods namely Auto Disable Syringes 0.05ml with needle size 26G x 3/8" or 27G x 10mm and to remedy-defects therein in all respects in conformity with the provisions of this Contract/or make replacement of defective goods, as the case may be, without any additional charge, to the By the property satisfaction of the Purchaser. Hillian and the specific of
- The Purchaser hereby covenants to pay the Supplier in consideration of the provision of Minimum of the Principles and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed herein by this Contract.
 - M/s Hospital Services & Sales, Karachi, hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.
 - Without limiting the generality of the foregoing, M/s Hospital Services & Sales, Karachi represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
 - M/s Hospital Services & Sales, Karachi certifies that it has made and will make full disclosures of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
 - M/s Hospital Services & Sales, Karachi accepts full responsibility and strict liability for 8. making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, Contract or other instrument, be void-able at the option of Purchaser.
 - Notwithstanding any rights and remedies exercised by the Purchaser in this regard, M/s Hospital Services & Sales, Karachi agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe,



finder's fee or kickback given by Mis Hospital Services & Sales, Karachi, as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser. 50 Y 40 1 1757

thus, Farsh 10, In case of any dispute concerning the interpretation and/or application of this Contract, it shall be settled through arbitration. The Secretary to the Government of Pakistan, Ministry of Law, Justice and Human Rights or his nominee shall act as a sole arbitrator. The decisions 1889(0 10 Well data11. taken and/or award given by the sole arbitrator shall be final and binding on the Parties.

History of the Contract shall be governed by the land to adjudicate.

Prior to a property of the Contract shall have the exclusive jurisdiction to adjudicate.

Prior to a property of the Contract shall have the exclusive jurisdiction to adjudicate. This Contract shall be governed by the laws of Pakistan and the Courts of

MC1 For the Management of the Parties hereto have caused this Contract to be executed at அது இது இது பிரும் பிர

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Signed & Sealed by ALSH NICES & SALES A Mic, Annexo, Block 6, 19 of 16

-Shalumh e Faisal, Karachi Asim Sohall Liagat

Field Supervisor

M/s Hospital Services & Sales, Karachi. 13-C, Annexe, Block-6, P.E.C.H.S, Karachi, Pakistan

(CNIC# 37405-9190614-7)

Witnesses

1.

2.

Shahzad Hussain Ch.

Manager Regulatory/Sales-North M/s Hospital Services & Sales, Karachi. 13-C, Annexe, Block-6, P.E.C.H.S, Karachi,

Pakistan (CNIC#37405-7968467-1)

Mahmood Mohyudin Awan

Diagnostic Specialist M/s Hospital Services & Sales, Karachi. 13-C, Annexe, Block-6, P.E.C.H.S, Karachi, CNIC# 37405-0579980-3

Signed & Sealed by

(Dr. Zafar Iqbal Channa)

Director (Technical), Federal Director of Immunization (FDI) Ministry of National Health Services, Regulations & Coordination, Islamabad CNIC # 43303-9572809-3

(Wajid Nawaz) -Accounts Officer, FDI. Ministry of National Health Services, Regulations & Coordination Islamabad CNIC # 16102-9824479-9

(Anza Zafar) Assistant Director Operation, FDI Ministry of National Health Services, Regulations & Coordination, Islamabad. CNIC # 37405-6288459-5

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M/O National Health Services, Regulations & Coordination Federal Directorate of Immunization



National Health Complex, Chak Shahzad, Park Road, Islamabad Tel: 00 92 51 9255101, Fax: 00 92 51 9255086

No. 1 (1)/2023-24/Vaccines/FDI

Islamabad, the 31st January, 2024

FINAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

ANNOUNCEMENT OF FINAL EVALUATION REPORT ON BIDDING PROCESS FOR PROCUREMENT OF AUTO DISABLE SYRINGE (0.05 ML)

1.	Name of Procuring Agency	Federal Directorate of Immunization (FDI), Ministry of National Health Services Regulations & Coordination, Islamabad.
2.	Method of Procurement	Single Stage - Two Envelopes Procedure
3.	Title of Procurement	Procurement of AD Syringes (0.05 ml) with fixed needle size 26Gx3/8" or 27G x10mm for BCG
4.	Tender Inquiry No	No. 1 (1)/2023-24/Vaccines/FDI Re-Bidding
5.	PPRA Ref. No. (TSE)	TS529819E
6.	Date & Time of Bid Closing	25/01/2024, 11:00:00 AM
7	Date & Time of Bid	25/01/2024, 12:00:00 PM
8.	No of Bids Received	02 (Two)
9.	Criteria for Bid Evaluation	WHO pre-qualification, registration with the Drug Regulatory Authority of Pakistan (DRAP), National Tax Number (NTN) of the bidders and proof of payment of General Sales Tax, technical specifications of the syringes quoted, Affidavit for not blacklisted, Schedule of supply laid down in the Bidding Documents.
10.	Details of Bid(s) Evaluation	As per bidding document.

Name of Bidder	Marks		Evaluated	Rule/Regulation
	Technical (if applicable)	Financial (if applicable)	Cost	/SBD/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004
M/s Amson Vaccines & Pharma (Pvt) Ltd Islamabad.	Qualified 100	Rs. 26.00	Rs. 26.00	Eveluation Criteria as per bidding documents fulfilled.
M/s Hospital Services & Sales Karachi.	Qualified 100	Rs. 22.00	Rs. 22.00	Evaluation Criteria as per bidding documents fulfilled.

Most Advantageous Bidder:	M/s Hospital Services & Sales Karachi.

11. Any other additional / supporting information, the procuring agency may like to share.

Signature:

Ludman Yaqoob

Procurement & Legistic Officer
Federal Direct hata of Demonstration
Official Stamp: Ministry of PHSR&C, Islam abad