# Liaquat University of Medical & Health Sciences, Jamshoro.



## **Bidding Documents**

#### For

### **National Competitive Bidding**

Procurement of Services Provide for Tentage/ Kanats Chairs with covers for Candidates, Examination Tables for candidates, Foam Chairs for Parents waiting Area, Water counter for parents, Sound system for examination zone and parents area, Carpets/ Runners for examination zone, Pedestal Fans One Stage with sofa Sets & Walk Through Gates for Candidates To Be Appeared in the Entry Test Admissions Degree & Diploma Programs

(Allied Sciences Session 2023-24), LUMHS, Jamshoro.

#### PART ONE (FIXED)

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

#### **Preface**

These Bidding Documents have been prepared for use by Procuring agencies and their implementing agencies in the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section II, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Part Two which includes Section II, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part one which is fixed and contains provisions which are to be used unchanged. Each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall not be included in the final documents.

## Table of Contents -Part One

ART ONE - SECTION L INSTRUCTIONS TO BIDDERS2
ABLE OFCLAUSES
ART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT21
ABLE OF CLAUSES22

Part One- Section I.
Instructions to Bidders

### **Table of Clauses**

A. INTRODUCTION	•••••
I. SOURCE OF FUNDS	
B. THE BIDDING DOCUMENTS	
CONTENT OF BIDDING DOCUMENTS      CLARIFICATION OF BIDDING DOCUMENTS      AMENDMENT OF BIDDING DOCUMENTS	
C. PREPARATION OF BIDS	
8. LANGUAGE OF BID	10
17. FORMAT AND SIGNING OF BID,	
D. SUBMISSION OF BIDS	
I 8. SEALING AND MARKING OF BIDS	11
E. OPENING AND EVALUATION OF BIDS	12
22. OPENING OF BIDS BY THE PROCURING AGENCY 23. CLARIFICATION OF BIDS	13 13
F. AWARD OF CONTRACT	18
27. POST-QUALIFICATION	1819191919
34. CORRUPT OR FRAUDULENT PRACTICES	20

#### **Instructions to Bidders**

#### A. Introduction

## 1. Source of Funds

- 1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect o the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

## 2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates verdict have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh mat participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the

any government organization in accordance with sub clause 34.1

## 3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined *in* the SPP Rules, 2009 and its Bidding Documents ,and all expenditures made under the contract will be limited to such goods and se ices.
- 3.2 For purposes of this clause, "origin' means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced hen, through manufacturing, processing, or substantial d major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

## 4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency,' will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **B.** The Bidding Documents

# 5. Content of Bidding Documents

- 5.1 the bidding documents include:
  - (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (i) Performance Security Form
  - (k) Manufacturer's Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents m every respect will be at the Bidder's risk and may result in the

rejection of its bid.

# 6. Clarification of 6.1 Bidding Documents

A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

# 7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be bilding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline or the submission of bids.

#### C. Preparation of Bids

## 8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

# 9. **Documents**Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
  - (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with

ITB

- Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance w  $t^{3e}$  Clause 14 that the goods and ancillary services be supplied by the Bidder are eligible goods and service and confirm to the bidding documents: and
- (d) bid security furnished in accordance with ITB Clause 5.
- **Bid** Form 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bid9ing documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 11. **Bid Prices!** 1.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
  - 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
  - 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
  - 11.5 Prices quoted by the Bidder shall be fixed during the Bidde1 s performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

#### 12. Bid Currencies

- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 13. Documents13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its

  Establishing
  Bidder's bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

#### Eligibility and

- Qualification 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
  - 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
    - that, in the case of a Bidder offering to supply goods u nder the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the go ds in the Procuring agency's country;
    - that the Bidder has the financial, technical, and production (b) capability necessary to perform the contract;
    - that, in the case of a Bidder not doing business within the (c) Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair. and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
    - that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

### **Establishing** Goods' Eligibility and **Conformity to Bidding Documents**

**14. Documents14.1** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

- 14.2 The documentary evidence of the eligibility of the goods an services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
  - a detailed description of the essential technical and

performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, *special tools*, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant tj ITB Clause 14.3(c) above, the Bidder shall note that standard for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agehcy's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical \_Specifications.

#### 15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security forfeiture, pursuant to ITB Clause 15.7.
  - 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
    - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to **the** procuring agency and valid for thirty
      - (30) days beyond the validity of the bid; or
    - (b) irrevocable en cashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

- 15.5 Unsuccessful bidders bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid *validity* prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 32:

or

(ii) to furnish performance security in accordance with ITB Clause 33.

#### 16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without formfitting its bid security. A Bidder granting the request will not be require ion or permitted to modify its bid, except as provided in the bidding document.

## 17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

- person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### **D. Submission of Bids**

#### 18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
  - (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
  - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and t e date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
  - 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assign no responsibility for the bid's misplacement or premature opening.

# 19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Procuring agency. at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 20. Late Bids

- 20.1 Any bid received by the Procuring agency after the dead line for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned un open to the Bidder.
  - and Withdrawal of **Bids**
  - 21. Modification21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
    - 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
    - 21.3 No bid may be modified after the deadline for submission of bids.
    - 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

#### E. Opening and Evaluation of Bids

- 22. Opening of Bids by the **Procuring** agency
- 22.1 The Procuring agency will open all bids in the presence of bi4ders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

- 22.3 Bids (and modifications sent pursuant to 1TB Clause 21.2) they are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.

## **Bids**

**23. Clarification of** 23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

#### 24. Preliminary **Examination**

- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected. and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality. nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections reservations to critical provisions, such as those concerning Bid Security (1TB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 24.5 If a bid is not substantially responsive, it will be rejected be the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Evaluation and 25.1 The Procuring agency will evaluate and compare the bids which Comparison have been determined to be substantially responsive, pursuant toBids ITB Clause 24.
  - 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
  - 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
    - (a) incidental costs ·
    - (b) delivery schedule offered in the bid;
    - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
    - (d) the cost of components, mandatory spare parts, and service;
    - (e) the availability Procuring agency of spare parts and after sales services for the equipment offered in the bid;
    - (f) the projected operating and maintenance costs during the life of the equipment:
    - (g) the performance and productivity of the equipment offered; and/or
    - (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
  - 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
    - ·(a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at

the final destination.

#### (b) Delivery schedule.

(i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given tol early delivery.

 $\mathbf{or}$ 

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

- (iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.
- (c) Deviation in payment schedule.
  - (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

 $\mathbf{or}$ 

(ii) The SCC stipulates the payment schedule offered by

the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation. at the rate per annum specified in the Bid Data Sheet.

#### (d) Cost of spare parts.

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely o be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

 $\mathbf{or}$ 

- (iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(I) Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form major part of the *life* cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- (g) Performance and productivity of the equipment.
  - (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid I Data Sheet or in the Technical Specifications.

 $\mathbf{or}$ 

- (ii) Goods offered shall have a m1rumum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- (h) Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

#### **Alternative** 25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

[In the Bid Data Sheet, choose form the range of]

Evaluated price of the goods	60Ito 90
Cost of common list spare parts	O Ito 20
Technical features, and maintenance and operating costs	O to 20
Availability of service and spare parts	0/10 20
Standardization	O to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

## **Procuring** agency

- 26. Contacting the 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
  - 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

#### F. Award of Contract

#### **27. Post** Qualification

- 27.1 In the absence of prequalification, the Procuring agency with determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the fracturing agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

#### 28. Award Criteria

28.1 Subject to **1TB** Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is

determined to be qualified to perform the contract satisfacto·1y.

### agency's Right to Vary **Quantities at** of Award

19, Procuring 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated i the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any in Time other terms and conditions.

- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

## Award

- **31. Notification of** 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
  - 31.2 The notification of award will constitute the formation of the Contract.
  - 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

## Contract

- 32. Signing of 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
  - 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

#### 33 Performance **Security**

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of **the** successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33. I shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

Part One- Section II. General Conditions of Contract

service, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

### Fraudulent **Practices**

**34.** Corrupt or **34.1** The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

- defines, for the purposes of this provision, the terms (a) set forth below as follows:
  - "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
  - "fraudulent practice" (ii) means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
  - will reject a proposal for award if it determines (b) that the Bidder recommended for award has envied in corrupt or fraudulent practices in competing fir the contract in question;
  - will declare a firm ineligible, either inventively (c) or for a stated period of time, to be award lied a Government-financed contract if it at any/ time determines that the firm has engaged in .corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

### **Table of Clauses**

1. DEFENITIONS	23
2. APPLICATION	23
3. COUNTRY OF ORIGIN	24
4. STANDARDS Error! Bookmark not define	ed.
5. USE OF CONTRACT DOCUMETTS AND INFORMATION; INSPECTION AND AUDIT BY THE BANK	24
6. PATENT RIGHTS	25
7. PERFORMANCE SECURITY	25
8. INSPECTIONS AND TETS	25
9. PACKING	26
10. DELIVERY AND DOCUMENTS	26
ll. insurance	27
12. TRANSPOR-TATION	27
13. INCIDEITTAL SERVICES	27
14. SPARE PARTS	27
15. WARRAITTY	28
16. PAYMEITT	29
17. PRICES	29
18. CHANGE OROERS	29
19. COITTRACT AMENDMETTS	30
20.assignment	30
21. SUBC01TTRACTS	30
22.delays in the s upplier's performance	30
23.LIQUIDATED DAMAGES:	30
24. TERMINATION FOR DEFAULT	31
25. FORCE MAJEURE	32
26. TERMINATION FOR INSOLVENCY'	32
27. TERMINATION FOR CONVENIENCE	32
28. RESOLUTION OF DISPUTES	33
9. GOVERNING LANGUAGE	33
O. APPLICABLE LAW	33
1. NOTICES	33
2 TAYES AND DITTIES	33

#### **General Conditions of Contract**

**Definitions**1.1 In this Contract, the *following* terms shall be interpreted as indicated:

- "The Contract"" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- "The Contract Price" means the price payable to the (b) Supplier under the Contract for the full and proper performance of its contractual obligations.
- "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- "The Services.' means those services ancillary to the supply (d) of the Goods, such as transportation and insurance, and any incidental services. installation. such commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- "GCC" means the General Conditions of Contract (e) contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- "The Procuring agency" means the organization purchasing (g) the Goods, as named in SCC.
- "The Procuring agency's country" is the country named in (h) sec.
- "The Supplier" means the individual or firm supplying the (i) Goods and Services under this Contract.
- "The Project Site," where applicable, means the place or (i) places named in SCC.
- "Day" means calendar day. (k)
- 2. Application These General Conditions shall apply to the extent that the 2.1 are

•• \

not superseded by provisions of other parts of the Contract.

# 3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and 'further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

# 4. Technical Specifications

- 4.1 The Goods supplied under this Contract shall conform tJ the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of
  Contract
  Documents
  and
  Information;
  Inspection and
  Audit by the
  Government
- 5.1 The Supplier shall not, without the Procuring agency'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 Procuring agency in connection therewith, to any person other than a person replayed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.I shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

5.4 The Supplier shall permit the Procuring agency to the inspect
Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

**Patent Rights6.1** The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

## 7. Performance Security

6.

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be m one of the following f9rms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including, apply warranty obligations, unless specified otherwise in SCC.

## 8. Inspections and Tests

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring age cy.

- 8.3 Should any inspected or tested Goods fail to conform t the Specifications, the Procuring agency may reject the Good, and the Supplier shall either replace the rejected Goods or alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, here necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

**Packing9.**I The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and m any subsequent instructions ordered by the Procuring agency.
- 10. Delivery and Documents

9.

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

#### 11. Insurance

- 11.1 . The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
- 12. **Transpor-12.1** The Supplier is required under the Contact to transport the Goods tation to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall e specified in the Contract, shall be arranged by the Supplier, d related costs shall be included in the Contract Price.

## 13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the. following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or start up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the, Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start1up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty *obligations* under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - (ii) following such termination. furnishing at no cast to the Procuring agency, the blueprints, drawing, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any porous thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier injecting of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action—as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

#### 16. Payment

- 16.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment spall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
  - 16.3 Payments shall be made promptly by the Procuring agency, no case later than sixty (60) days after submission of an invoice claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

#### 17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Selves performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.
- **18. Change Orders** 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31. make changes within the general scope of the Contract in any one or more of the following:
  - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.
  - 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be

made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's' *receipt* of the Procuring agency's change order.

#### 19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. **Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.
- 21. Subcontracts 21.1 The Supplier shall notify the Procuring agency in writing of All subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
  - 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. **Delays in the22.**1 Delivery of the Goods and Performance of Services shall be made

  Supplier's by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
  - 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
  - 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages PU FSU ant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any r

**Damages** 

all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may' consider termination of the Contract pursuant to GCC Clause 24.

- **24. Termination24.1** The Procuring agency, without prejudice to any other remedy for **breach** of Contract. by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
  - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those

undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure' means an event beyond the control of the Supplier and not 'involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## for Insolvency

26. **Termination 26.1** The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action r remedy which has accrued or will accrue thereafter to the Procuring agency.

#### 27. **Termination** for Convenience

- The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Suppliers receipt of notice of termination shall be accepted by the Procuring agency at the

Contract terms and paces. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services arid for materials and parts previously procured by the Supplier -.

## 28. Resolution of Disputes

- 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
- 29. Governing29.1 The Contract shall be written in the language specified in SCC.

Language

Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

- 30. Applicable 30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country unless otherwise specified m Sec.
- Notices31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, te ex, or facsimile and confirmed in writing to the other party's address specified in SCC.
  - 31.2 A notice shall be effective when delivered or on the notice' effective date, whichever is later.
- 32. Taxes and 32.1 Supplier shall be entirely responsible for all taxes, duties, license

  Duties fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

#### **Notes on the Instructions to Bidders**

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring agency. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Part One Section I contains provisions that are to be used unchanged. Part Two Section II consists of provisions that supplement, amend, or specify in detail information or requirements included in Part One Section I and which are specific to each procurement.

Matters governing the performance of the Supplier. payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Pan one Section II, General Conditions of Contract, and/or Part Two Section III, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring agency, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

#### **Notes on the General Conditions of Contract**

The General Conditions of Contract in Part One Section II, read in conjunction with the Special Conditions of Contract in Part Two Section III and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Part Two Section III.

# Liaquat University of Medical & Health Sciences, Jamshoro.

## **Bidding Documents**

#### For

## **National Competitive Bidding**

Procurement of Services Provide for Tentage/ Kanats Chairs with covers for Candidates, Examination Tables for candidates, Foam Chairs for Parents waiting Area, Water counter for parents, Sound system for examination zone and parents area, Carpets/ Runners for examination zone, Pedestal Fans One Stage with sofa Sets & Walk Through Gates for Candidates To Be Appeared in the Entry Test Admissions Degree & Diploma Programs (Allied Sciences Session 2023-24), LUMHS, Jamshoro

#### PART TWO (PROCUREME T SPECIFIC PROVISIONS)

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

#### **Preface**

These Bidding Documents have been prepared for use by procuring agencies ii the procurement of goods through National Competitive Bidding (NCB).

In order to simplify the preparation of bidding documents for each procurement, the Bidding Documents are grouped in two parts based on provisions which are fixed and that which are specific for each procurement. Provisions which are intended to be used unchanged are in Part one, which includes Section I, Instructions to Bidders, and Section Ii, General Conditions of Contract. Data and provisions specific to each procurement and contract are included in Pat1 Two which includes Section IT, Bid Data Sheet; Section III, Special Conditions of Contract; Section IV, Schedule of Requirements; Section V, Technical Specifications; and the forms to be used in Section I, Invitation for Bids, and Section VI, Sample Forms.

This is Part Two and contains data and provisions specific to each procurement. Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Procuring agency or the person drafting the bidding documents. They shall *not* be included in the final documents, except for the notes introducing Section VI, Forms, where the information is useful for the Bidder.

- (a) Specific details, such as the "name of the Procuring agency" and "address for bid submission," should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Procuring agency should strictly follow. The final document should contain no footnotes.

- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 25.3 and 25.4, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or *in* the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- (e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Procuring agency for each procurement.
- (f) The forms provided in Section VI should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

## Table of Contents - Part Two

SECTION L INVITATION FOR BIJJS	2
SECTION IL BID DATA SHEET	4
SECTION III SPECIAL CONDITIONS OF CONTRACT	
SECTION V. TECHNICAL SPECIFICATIONS	18
SECTION VL SAMPLE FORMS	21
SAMPLE FORMS	
I. Bid Form and Price Schedules	
2. Bid Security Form	
3. Contract Form	
4. Performance Security Form	28
5. Bank Guarantee for Advance Payment	29
6. Manufacturer's Authorization Form	30
SECTION VII. ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS,	AND SERVICES

## Part Two Section I. Invitation for Bids

#### **Notes on the Invitation for Bids**

The Invitation for Bids (IFB) shall be issued as an advertisement in at least three newspaper of general circulation in the Province of Sindh or Authorities web site as the case may be, allowing at least fifteen .days for NCB and forty five days(45) ICB for bid preparation and submission;

The Invitation for Bids provides information that enables interested bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria or qualification requirement (for example, a requirement for a min if um level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued) and that the bidders should give their best and final prices a> no negotiations are allowed.

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

## LIAQUAT UNIVERSITY of Medical & Health Sciences, Jamshoro, Sindh Pakistan

URL: www.lumhs.edu.pk

Telephone # +92-22-9213350, Fax: +92-22-921330 Email: storesection@lumhs.edu.pk

No. LUMHS/PSS/: Dated:

"Say NO to Corruption"

#### **Notice Inviting Tender**

Liaquat University of Medical & Health Sciences Jamshoro invites sealed bids on "Single Stage One Envelope Procedure" from Firm/ Company's Distributors registered with Government Sales Tax, Income Tax and Sindh Revenue Board (Whichever is applicable) to carry out the following Services for LUMHS Jamshoro.

Sr. No.	Description	Date of Purchase /Issue	Date of Submissi onof Bid	Opening date & timeof tender	Time of Completi on	Tender fee (Non refund able)
1.	Procurement of Services Provide for Tentage/ Kanats Chairs with covers for Candidates, Examination Tables for candidates, Foam Chairs for Parents waiting Area, Water counter for parents, Sound system for examination zone and parents area, Carpets/ Runners for examination zone, Pedestal Fans One Stage with sofa Sets & Walk Through Gates for Candidates To Be Appeared in the Entry Test Admissions Degree & Diploma Programs (Allied Sciences Session 2023-24), LUMHS, Jamshoro	to 06-11- 2023	07-11-2023 up to 11:00AM	07-11-2023 up to 11:30 AM	90 Days	Rs. 3000/-

#### Note:

Tender document can be downloaded from SPPRA website i.e. https://ppms.pprasindh.gov.pk /ppms LUMHS website i.e.www.lumhs.edu.pk/tender & purchased from Central Store Section LUMHS, Jamshoro as mentioned above on payment of Rs. 3,000/=(Rupees Three Thousand only) in shape of pay order/ demand draft from bank (Non- refundable) in favour of Vice-Chancellor, Liaquat University of Medical &Health Sciences, Jamshoro during office hours, within Due Date & time along with following documents/ Eligibility Criteria.

- Latest Income Tax Certificate (NTN).
- Valid SRB Registration Certificate
- Detailed Portfolio of company Profile.
- Minimum 03 years' Experience.
- Details of turnover (including in terms of rupees) at least last three years that average turnovershould not be less than 1.00 million per year
- Undertaking of Affidavit that the firm is not involved in any litigation of abandoned any procurement in the Department.
- Affidavit to the effect that the firm/supplier have not been black listed previously by any executing
- The bidding shall be on single stage one envelope procedure
- Envelope should contain Financial Proposals (rates) in Pak Rupees, along with the Earnest Money 2 5% of bid amount in the shape of pay order/demand draft (refundable to un- successful bidders) in favour of Vice Chancellor, LUMHS, The name of the bidder be clearly marked on envelope
- 3. The bid validity period of minimum of 90 days.

- 4. Tender should be dropped in the tender box on Tuesday, 07-11-2023 before 11:00 am and Proposals of the bids shall be opened publicly on same day in the presence of bidders or their nominated representative, who wish to attend.
- 5. The Procuring Agency may cancel / delete any item as per SPPRA Rules.
- 6. Tender who do not fulfill the terms and conditions will not be entertained. Government notified black listed firms / suppliers shall not be entertained.
- 7. In case the tender is not opened on the scheduled date due to unscheduled holiday then the same shall be submitted & opened on next working day, the other terms and conditions of the tender shall however remain unchanged.
- 8. The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 (Amended up to date) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25" of said Rules

Chairman
Central Purchase Committee
LUMHS Jamshoro

#### **Copy forwarded with complements to the:-**

- 1. Registrar, LUMHS, Jamshoro
- 2. Director Finance, LUMHS, Jamshoro.
- 3. Sindh Public Procurement Regulatory Authority, Barrack 8 Secretariat 4ACourt Road Karachi Tel: 92-21-99205369 for hoisting on SPPRA's website.
- 4. Director I.T (Services) for hosting on LUMHS website.
- 5. Notice Board.

#### **C.C.** for information to:

1. PS to Vice chancellor, LUMHS, Jamshoro

#### Section II. Bid Data Sheet

#### **Notes on the Bid Data Sheet**

Section II is intended to assist the Procuring agency in providing the specific information in relation to c responding clauses in the Instructions to Bidders included in Part one Section I, and has to be prepared for each specific procurement.

The Procuring agency should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Procuring agency, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section II, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Part One Section must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Part One Section I as necessitated by the circumstances of the specific procurement, must also be incorporated.

· Part Two - Section II. Bid Data Sheet

#### **Bid Data Sheet**

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

[Instructions for completing the Bid Data Sheel are provided, as needed, in the notes in italics mentioned for the relevant 1TB Clauses.}

	Introduction
ITB 1.1	LUMHS, Jamshoro.
1TB 1.1	NIA
ITB 1.1	NIA
ITB 1.1	Name of Contract. Procurement of Services Provide for Tentage/ Kanats Chairs with covers for Candidates, Examination Tables for candidates, Foam Chairs for Parents waiting Area, Water counter for parents, Sound system for examination zone and parents area, Carpets/ Runners for examination zone, Pedestal Fans One Stage with sofa Sets & Walk Through Gates for Candidates To Be Appeared in the Entry Test Admissions Degree & Diploma Programs (Allied Sciences Session 2023-24), LUMHS, Jamshoro.
ITB 4.1	LUMHS, Jamshoro.
ITB 6.1	Ph.# 022-9213350, E-mail: storesectionlumhs@vahoo.com.; Website: www.lumhs.edu.gk
ITB 8.1	Language of the bid. English only

Bid Price and Currency			
ITB 11.2	The price quoted shall be <b>PKR</b>		
ITB 11.5	The price shall be fixed.	Ι	

## Part-IV [Bid Data Sheet]

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

	Introduction						
ITB 1	Name of Procuring Agency: Office of The Chairman Central Purchase Committee, Liaquat University of Medical & Health Sciences, Jamshoro. Tel # 022-9213350, Fax: 022-9213306						
	Name of Contract. "Procurement of Services Provide for Tentage/ Kanats Chairs with covers for Candidates, Examination Tables for candidates, Foam Chairs for Parents waiting Area, Water counter for parents, Sound system for examination zone and parents area, Carpets/ Runners for examination zone, Pedestal Fans One Stage with sofa Sets & Walk Through Gates for Candidates To Be Appeared in the Entry Test Admissions Degree & Diploma Programs (Allied Sciences Session 2023-24), LUMHS, Jamshoro"						
	Bid Price and Currency						
ITB 4	Prices quoted by the Bidder shall be "fixed" and in" Pak Rupees"						
	Preparation and Submission of Bids						
TB 7	<ol> <li>Selection / Eligibility / Responsiveness criteria:         <ol> <li>Bidder should quote price only in PKR. With all corrected applicable taxes and duties.</li> <li>Having local Firm of Pakistan.</li> <li>Firm comply with specifications mentioned in bidding documents.</li> <li>Bid should be accompanied with client list.</li> <li>Bidder should strictly compliant with technical specification; no optional /alternative item will be accepted.</li> </ol> </li> <li>The bidder must have at least 3 years of experience in the relevant field.</li> <li>Registration with FBR Income Tax Certificate (NTN) &amp; SRB</li> </ol> <li>GST Registration Certificate along</li>						
	<ol> <li>Valid Professional Tax Certificate. If applicable</li> <li>Details of turnover (including in terms of rupees) at least last three years that average turnover should not be less than 1.0 million per year as per annual returns.</li> <li>Affidavit confirming that the firm has not been black listed by any Government, Semi Government or Autonomous Bodies on non-judicial stamp paper</li> <li>Certified copy of Authorized Dealership Certificate/Manufacturer certificate</li> <li>Undertaking of Affidavit that the firm is not involved in any litigation of abandoned any procurement in the Department</li> </ol>						
ITB 9	Amount of bid security. 5 % of bid value.						
ITB 10	Bid validity period. 90 days						

ITB 11	Number of copies. One original copy Financial					
ITB 13	Deadline for bid submission. As notified in NIT					
ITB 19.1	Bid Evaluation: Lowest evaluated responsive bid (Single Stage One					
	Envelope)					
	Other Terms & Conditions:					
	i. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time					
	ii. Tender documents can also be obtained by post against Pay Order/Bank Draft of Rs-500/- as courier charges in addition of tender fee.					
	iii. LUMHS may reject all or any bid subject to relevant provision of SPP Rules and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules.					
	iv. Incomplete, conditional and tender without required earnest money in the specified form/format shall be rejected.					
	v. Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this University and SPPRA, and also can be obtained from the Office of The Incharge Purchase and store section Central Store Main campus, Liaquat University of Medical & Health Sciences, Jamshoro. Bid(s) with incomplete bidding documents will straightaway be rejected.					
	vi. Bidders are required to provide their valid e-mail Ids and contact numbers (s) for effective and timely communication					
	vii. Affidavit that firm has never been blacklisted.					
	viii. All Bidding documents must be signed, named & stamped by authorized person of the firm/ Companies along with authorized letter.					
	ix. Incomplete, conditional and tender without required bid security as specified in the bidding documents, shall be reject. Each page of bidding documents should be signed and stamped.					
	x. Contract Agreement and Integrity Pact both are mandatory for successful bidder.					

Signature & Stamp of Tenderer

#### **Special Conditions of Contract**

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

#### 1. Definitions (GCC Clause 1)

GCC 1 (g) — The Procuring Agency is: Office of The Convener, Central Purchase Committee, Liaquat University of Medical & Health Sciences, Jamshoro.

#### 2. Performance Security (GCC Clause 4)

GCC 4 — The amount of performance security, as a percentage of the Contract Price, shall be: 5% in shape of Performance Security as Retention money/ Security Deposit.

#### 3. Inspections and Tests (GCC Clause 5)

Inspection of LUMHS shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

#### 4. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 30 Days after signing the contract and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate;
- (v) Inspection Report

#### 5. Warranty (GCC Clause 12)

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enterinto a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

#### 6. Payment (GCC Clause 13)

100% of the Contract Price shall be paid upon 100% delivery; Partial payment will be made as per actual delivery of goods provided, and satisfactory Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance Certificates duly signed by authorized Inspection Committee of LUMHS.

#### 7. Liquidated Damages (GCC Clause 17)

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

#### 8. Resolution of Disputes (GCC Clause 22)

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2019

#### 9. Applicable Law (GCC Clause 24)

GCC 24 Contract shall be interpreted in accordance with the Sindh Public Procurement law of Sindh.

## Part-VI

#### **SCHEDULE OF REQUIREMENTS**

The delivery schedule hereafter expressed the date of delivery required.

S. No	Items/Quantity	Time of Delivery from date of Award	Location of Supply
1.	[As specified in Part – VIII of this bidding documents at P-32].	(90 Days)	for Purchase and Store Section LUMHS, Jamshoro

Note: specifications of above items are attached

## <u>PART-VII</u> SAMPLE FORMS

Form	1-I
1 0111	1 1

#### **Letter of Acceptance**

	Letter of A	Acceptance
		Date:
To:		
Liaquat University of Me Dear Sir:	dical & Health Science	s, Jamshoro
acknowledged, we, the u with the said bidding doo	indersigned, offer to su cuments for the sum of	ents, the receipt of which is hereby duly apply and deliver the required item in conformity [total bid amount in words and figures] or such other the the Schedule of Prices attached herewith and
We undertake, if or schedule specified in the	-	leliver the goods in accordance with the delivery ents.
	act Price/Pay order for	guarantee of a bank in a sum equivalent to Five the due performance of the Contract, in the form
	nstructions to Bidders,	d of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be t period.
		executed, this Bid, together with your written ard, shall constitute a binding Contract between
We understand that you a	are not bound to accept	the lowest or any bid you may receive.
Dated this	day of	2023
[signature]		in the capacity of]
Duly authorized to sign F	Rid for and on behalf of	

## Form-II

### Price Schedule in Pak. Rupees

1	2	3	4	5	5	6	7
tem	Description Country of origin Quantity Unit price		Total	Remarks (if any)			
				Words	<u>Figure</u>		

Total Bid amount in words: _	
Total Bid amount in figure: _	
Total Bid amount in figure	
Signature of Bidder	

#### Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at Liaquat University of Medical & Health Sciences, Jamshoro should include the price of incidental services. No separate payment shall be made for the incidental services.

## Form-III

#### **Experience of Similar Supply and Installation**

S. No	Assignment Description	Name /Contact Details of Client	Cost	Start Date	End Date	Remarks

## Form-IV

## **Contract Form**

Univer agency	AGREEMENT made the rsity of Medical & Health Science ") of the one part and [Name of Incompart:	ces (LUMHS), Jamshoro.	(hereinafter called	"theProcuring
Procur	REAS the Procuring agency in ement Committee of Purchase e Supplier for the supply on	and Store Section LUMF	HS, Jamshoro has a services in the	accepted a bid
NOW	THIS AGREEMENT WITNESS	SETH AS FOLLOWS:		
1.	In this Agreement words and respectively assigned to them	=		as are
2. (a) (b) (c) (d) (e) (f)	The following documents share of this Agreement, viz.: the Bid Form and the Price So the Schedule of Requirements the Technical Specifications. the General Conditions of Conthe Special Conditions of Conthe Procuring agency's Letter	chedule submitted by the s; intract; intract; and of Acceptance	Bidder;	
the go	In consideration of the paymer einafter mentioned, the Supplie ods and services and to remedions of the Contract	er hereby covenants with	the Procuring agen	cy to provide
or suc	The Procuring agency hereby ion of the goods and services a h other sum as may become p the manner prescribed by the o	and the remedying of de- eayable under the provision	fects therein, the C	Contract Price
	ITNESS whereof the parties ance with their respective laws t			executed in
Signed agency	, sealed, delivered by	the	(for th	ne Procuring
Signed	, sealed, delivered by	the	(for the	Supplier)

## Form-V

## **Performance Security Form**

То:
Liaquat University of Medical & Health Sciences, Jamshoro
WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated2023 to supply [description of goods and services] (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guar- antee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.  This guarantee is valid until theday of
Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]

## (INTEGRITY PACT)

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contra	ct No	Dated		
Contra	ct Value:			
	Contra	act Title:		
•	M/sinduced the por benefit fragency there corrupt busin	procurement of any come Government of Second or any other entiness practice.	hereby declares the contract, right, interest, problem (GoS) or any address to whether the controlled	hat it has not obtained or rivilege or other obligation ministrative subdivision or by it (GoS) through any
•	represents and paid or payable to give to any natural or jur director, prorebribe, finder with the object privilege or Agency (PA) [M/s	d warrants that it has ble to anyone and not yone within or outside idical person, including noter, shareholder, spars fee or kickback, we ct of obtaining or induction or be except that which has ade and will make from in respect of or report will not take and nor warranty.	fully declared the broken given or agreed to give the Pakistan either directlying its affiliate, agent, assonsor or subsidiary, any hether described as concucing the procurement of the procurement of the been expressly declared as been expressly declared accepts full responsible to the transaction by action to circumvers.	nsibility and strict liability eements and arrangements with PA and has not taken at the above declaration,
•	for making and taking any act warranty. It as benefit obtains and remedies voidable at the Notwithstand incurred by it to PA in an abribe, find aforesaid for the statement of t	ny false declaration, retion likely to defeat agrees that any contraned or procured as after available to PA under option of PA. In any rights and remaining any rights and	not making full disclosure the purpose of this declarate, right, interest, privile presaid shall, without presaid shall shal	e, misrepresenting facts or aration, representation and ege or other obligation or ejudice to any other rights or other instrument, be PA in this regard, [M/s. PA for any loss or damage d further pay compensation by commission, gratification, by [M/s] as ement of any contract, right, form from PA.
	[Procuring Ag	gency]	[M/s	]

Name of Bidder.

#### SCHEDULE A (SCHEDULE OF PRICES)

Procurement of Services Provide for Tentage/ Kanats Chairs with covers for Candidates, Examination Tables for candidates, Foam Chairs for Parents waiting Area, Water counter for parents, Sound system for examination zone and parents area, Carpets/ Runners for examination zone, Pedestal Fans One Stage with sofa Sets & Walk Through Gates for Candidates To Be Appeared in the Entry Test Admissions Degree & Diploma Programs (Allied Sciences Session 2023-24), LUMHS, Jamshoro

<b>Sr.</b> #	DESCRIPTION		COST (RS.)
1	Total Tender Cost Rs.		
		=	
2	Total Tender Cost (RS.) with all taxes	=	

Rupees:			
Signature Con	ntractor/Firm		

Purchase Section

#### **Bid Data Sheet**

Procurement of Services Provide for Tentage/ Kanats Chairs with covers for Candidates, Examination Tables for candidates, Foam Chairs for Parents waiting Area, Water counter for parents, Sound system for examination zone and parents area, Carpets/ Runners for examination zone, Pedestal Fans One Stage with sofa Sets & Walk Through Gates for Candidates To Be Appeared in the Entry Test Admissions Degree & Diploma Programs (Allied Sciences Session 2023-24), LUMHS, Jamshoro.

S. NO.	DESCRIPTION	Estimated Quantity	Rate Per Student (PKR)	TOTAL AMOUNT (PKR)		
	COMPLETE VENUE SETUP FOR ENTRY TESTS AS PER FOLLOWING ITEMS					
1.	Tentage/ Kanats Chairs with covers for Candidates Examination Tables for candidates Foam Chairs for Parents waiting Area Water counter for parents Sound system for examination zone and parents area Carpets/ Runners for examination zone Pedestal Fans One Stage with sofa Sets Walk Through Gates	6,000 Students				
	TOTAL (PKR) INCLUDING ALL THE TAXES AND DUTIES					
(Rupees				only)		

#### **CERTIFICATE:**

It is to certify that the goods / services shall be provided exactly in accordance with the requirements of the procuring agency.

ignature:	-
fame:	-
NIC:	
esignation:	
ompany:	
tamp:	
ate:	

#### Company's Basic Evaluation Criteria **Description Total Marks | Company Name Obtained Marks** NTN Certificate Mandatory Registration with Sindh Revenue Board Wherever applicable Mandatory General Sales Tax Registration Certificate (GST) if Applicable Mandatory Undertaking of Affidavit that the firm is not involved in any litigation of Mandatory abandoned any procurement in the Department Affidavit to the effect that the firm/supplier have not been black listed Mandatory previously by any executing agency Bid Security 5% of Bid Cost Mandatory Bid Signed and Stamp Mandatory Detail Portfolio of Company Profile 10 Current Financial Position (Bank statements last three years) details of 15 turnover (including in terms of rupees) at least last three years that average turnover should not be less than 1.0 million per year Professional Experience of Technical Staff as per required / 15 relevant Field **Technical Evaluation Criteria (Item Wise)** Minimum 03 years experiences of relevant field 40 Similar nature works experience 20 100 **Total Marks**

Note: The firm has secured 70 marks are and qualified on basic of information given in tender.