

**LIAQUAT UNIVERSITY
OF
MEDICAL & HEALTH SCIENCES JAMSHORO
ISO 9001:2008 CERTIFIED**



FINANCIAL PROPOSAL

FOR

**ESTABLISHMENT OF PNS DRIGH LUMHS JAMSHORO (PROCUREMENT
OF EQUIPMENT)**

PART ONE (FIXED)

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

ISSUED TO M/S: _____

**Office of the Project Director (Engineering Wing)
LUMHS Jamshoro**



OFFICE OF THE PROJECT DIRECTOR
Liaquat University of Medical & Health Sciences, Jamshoro.

TENDER FOR THE WORK

Issue to M/S _____ Tender fee for Rs. _____
Received Vide _____ D.R.No. _____ Dated _____
_____ Dated of opening of Tender _____

Project Director
(Engineering Wing)
Liaquat University of Medical &
Health Sciences, Jamshoro.

I/We hereby Tender for the execution for the Liaquat University of Medical & Health Sciences, Jamshoro (Therein before and herein after referred to as LUM&HS of the work specified in the under written memorandum within the specified time in such memorandum at.

Percent ABOVE/BELOW the Estimate rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof and in Clause-12 of the annexed conditions of contract and agree that when each material, for the work are provided by the LUMHS the rate to be paid for them shall be provided in schedule of Rate.

a).	General Description	Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)
b).	Estimated Cost:-	<u>Rs. 52.40 Millions</u>
c).	Earnest Money:- 5% Call Deposit	<u>Rs. 2.620</u>
d).	Security Deposit including	
e).	Earnest Money 10%	<u>Rs. 5.24</u>
f).	Percentage if any to be Deducted:- 5%	<u>Rs. 2.620</u>
g).	Time of Completion:-	<u>Three (02) Months</u>

Should be this tender be accepted I/We hereby agree to abide by the fulfill all the terms and Provisions of the conditions of contract annexed hereto so far as applicable and in default hereof to forfeit any pay the LUM&HS the sum of money mentioned in the said conditions.

Receipt No. _____ Dated _____ from the Government Treasury / Sub-Treasury / _____ in respect of the sum of the Rs. _____ is herewith forwarded representing the earnest money.

(a) The full value of which is to be absolutely forfeited to LUM&HS deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause I (a) of the said conditions otherwise the sum of Rs. _____ shall be retained by the LUM&HS on account of such Security Deposit specified in Clause (b) of the conditions.

N.B. The Tenderer or is required to undertake that all terms and conditions of the printed B-I forms inclusive of the additional conditions etc. approved by the LUM&HS will be binding on him and these will be includes and signed by him in the even of acceptance of his tender.

SIGNATURE OF CONTRACTOR
BEFORE SUBMISSION OF THE TENDER

Project Director
(Engineering Wing)
Liaquat University of Medical &
Health Sciences, Jamshoro.

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

PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS2

TABLE OF CLAUSES3

PART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT21

TABLE OF CLAUSES22

Part One - Section I.
Instructions to Bidders

Table of Clauses

A. INTRODUCTION	4
1. SOURCE OF FUNDS.....	4
2. ELIGIBLE BIDDERS	4
3. ELIGIBLE GOODS AND SERVICES	5
4. COST OF BIDDING.....	5
B. THE BIDDING DOCUMENTS.....	5
5. CONTENT OF BIDDING DOCUMENTS	5
6. CLARIFICATION OF BIDDING DOCUMENTS	6
7. AMENDMENT OF BIDDING DOCUMENTS	6
C. PREPARATION OF BIDS	6
8. LANGUAGE OF BID	6
9. DOCUMENTS COMPRISING THE BID	6
10. BID FORM.....	7
11. BID PRICES	7
12. BID CURRENCIES	7
13. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION.....	7
14. DOCUMENTS ESTABLISHING GOODS’ ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS	8
15. BID SECURITY	9
16. PERIOD OF VALIDITY OF BIDS	10
17. FORMAT AND SIGNING OF BID.....	10
D. SUBMISSION OF BIDS	11
18. SEALING AND MARKING OF BIDS	11
19. DEADLINE FOR SUBMISSION OF BIDS.....	11
20. LATE BIDS	12
21. MODIFICATION AND WITHDRAWAL OF BIDS	12
E. OPENING AND EVALUATION OF BIDS	12
22. OPENING OF BIDS BY THE PROCURING AGENCY	12
23. CLARIFICATION OF BIDS.....	13
24. PRELIMINARY EXAMINATION	13
25. EVALUATION AND COMPARISON OF BIDS.....	14
26. CONTACTING THE PROCURING AGENCY	18
F. AWARD OF CONTRACT.....	18
27. POST-QUALIFICATION.....	18
28. AWARD CRITERIA.....	18
29. PROCURING AGENCY’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD	19
30. PROCURING AGENCY’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.....	19
31. NOTIFICATION OF AWARD.....	19
32. SIGNING OF CONTRACT	19
33. PERFORMANCE SECURITY	19
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 of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to 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 of 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 which 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 may 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 services.
- 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 when, through manufacturing, processing, or substantial and 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
 - (j) 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 in every respect will be at the Bidder’s risk and may result in the

- rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 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 binding 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 for 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 with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

11.1 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, if applicable. 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 Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and 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. Documents Establishing Bidder's

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its 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:

(a) that, in the case of a Bidder offering to supply goods under 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 goods in the Procuring agency's country;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within the 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

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 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 and 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) 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 to ITB Clause 14.3(c) above, the Bidder shall note that standards 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 agency'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's 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 forfeiting its bid security. A Bidder granting the request will not be required nor 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 the 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 assume 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 deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.

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 bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

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 ITB Clause 21.2) that 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.

23. Clarification of Bids

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 or reservations to critical provisions, **such as** those concerning Bid Security (ITB 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 by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Evaluation and Comparison of Bids**
- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to 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 the 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 to early delivery.

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 offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

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 to 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.

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.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a 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 Data Sheet or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum 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 from the range of]

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

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

- 26. Contacting the Procuring agency**
- 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 will 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 Procuring 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 ITB 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 satisfactorily.
- 29. Procuring agency's Right to Vary Quantities at Time of Award**
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or 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.
- 31. Notification of Award**
- 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.
- 32. Signing of Contract**
- 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 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

34. Corrupt or Fraudulent Practices

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

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:

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

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

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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded 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.

Part One - Section II.
General Conditions of Contract

Table of Clauses

1. DEFINITIONS	23
2. APPLICATION.....	23
3. COUNTRY OF ORIGIN.....	24
4. STANDARDS.....	Error! Bookmark not defined.
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE BANK	24
6. PATENT RIGHTS.....	25
7. PERFORMANCE SECURITY	25
8. INSPECTIONS AND TESTS	25
9. PACKING	26
10. DELIVERY AND DOCUMENTS.....	26
11. INSURANCE.....	27
12. TRANSPORTATION	27
13. INCIDENTAL SERVICES	27
14. SPARE PARTS.....	27
15. WARRANTY	28
16. PAYMENT	29
17. PRICES.....	29
18. CHANGE ORDERS	29
19. CONTRACT AMENDMENTS.....	30
20. ASSIGNMENT	30
21. SUBCONTRACTS.....	30
22. DELAYS IN THE SUPPLIER'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
29. GOVERNING LANGUAGE.....	33
30. APPLICABLE LAW.....	33
31. NOTICES	33
32. TAXES AND DUTIES	33

General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the 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.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring agency” means the organization purchasing the Goods, as named in SCC.
- (h) “The Procuring agency’s country” is the country named in SCC.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they 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.

T

4.1 The Goods supplied under this Contract shall conform to 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 employed 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 5.1 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 inspect the 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.
- 6. Patent Rights**
- 6.1 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**
- 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 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; 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 any 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 agency.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.

8.4 The Procuring agency's right to inspect, test and, where 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.

9. Packing

9.1 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 in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

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. Transportation

12.1 The Supplier is required under the Contract to transport the Goods 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 be specified in the Contract, shall be arranged by the Supplier, and 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, start-up, 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.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (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 cost to the Procuring agency, the blueprints, drawings, 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 portion 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 in writing 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 the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall 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, but in no case later than sixty (60) days after submission of an invoice or 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 Services 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 the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made 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 pursuant 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. Liquidated

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or

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. Termination for Default

24.1 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.

26. Termination for Insolvency 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 or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination for Convenience 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring agency at the

Contract terms and prices. For the remaining 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 and 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. Governing Language

29.1 The Contract shall be written in the language specified in SCC. 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 Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license 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 Part 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.

CC



**LIAQUAT UNIVERSITY OF MEDICAL & HEALTHS
SCIENCES JAMSHORO**

FINANCIAL PROPOSAL

FOR

**ESTABLISHMENT OF PNS DRIGH LUMHS JAMSHORO
(PROCUREMENT OF EQUIPMENT)**

PART TWO (PROCUREMENT 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 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 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 I. INVITATION FOR BIDS 2

SECTION II. BID DATA SHEET 4

SECTION III. SPECIAL CONDITIONS OF CONTRACT 9

TABLE OF CLAUSES 10

SECTION IV. SCHEDULE OF REQUIREMENTS 16

SECTION V. TECHNICAL SPECIFICATIONS 18

SECTION VI. SAMPLE FORMS 21

SAMPLE FORMS 22

1. Bid Form and Price Schedules 23

2. Bid Security Form 26

3. Contract Form 27

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
IN BANK-FINANCED PROCUREMENT** *Error! Bookmark not defined.*

Part Two

Section I. Invitation for Bids



Doc # LUMHS/PD/-1978
Issue Date: 16 /02 /2017

LIAQUAT UNIVERSITY
OF MEDICAL & HEALTH SCIENCES, JAMSHORO, SINDH – PAKISTAN

URL: www.lumhs.edu.pk

Tele:# 92-22-9213331. Fax:# +92-22-9213332

PROJECT DIRECTOR (E.W)

E-mail: pd@lumhs.edu.pk, jawediqbalmemon@gmail.com

INVITATION FOR BIDS

1. The Liaquat University of medical & health sciences Jamshoro Invites sealed bids from eligible bidders for the Following Works.

S/No	Name of work	Estimated Cost	Earnest Money	Tender Fee	Time for Completion	Method of Procurement
1)	Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)	52.40 (M)	2.620	5000	03 months	Single Stage Two Envelope
2)	Procurement of Furniture & fixtures for DRIGH at LUMHS Jamshoro	5.00 (M)	0.250	5000	03 months	Single Stage Two Envelope
3)	Addition & Alteration work in existing Building of Animal House replace with DRIGH at LUMHS Jamshoro (Civil Work, External Development, Parking Shades & Miscellaneous work)	8.395 (M)	0.412	5000	03 months	Single Stage One Envelope

Eligibility: Valid Registration with tax authorities & Pakistan Engineering Council in relevant category and discipline (*Category C6, CE10;*) “if applicable”

- a. Bio data of Engineering and Technical Staff working with the firm
 - b. Certified copy of Authorized Dealership Certificate/ Manufacturer certificate
 - c. Documentary evidence of similar works executed /works in progress and certificate of satisfactory completion of works by the employers
 - d. List of works in progress indicating cost of each work and copy of letter, awarding the work
 - e. List of Machinery and equipment available for after sale services and trouble shooting, with documentary evidence of its ownership
 - f. Certificate of Bank showing credit worthiness along with current Bank Statement
 - g. Undertaking of Affidavit that the firm is not involved in any litigation of abandoned any work in the Department
 - h. Affidavit to the effect that the firm/supplier have not been black listed previously by any executing agency
4. The firm/Contractor should be registered with Sindh Revenue Board, Valid GST Registration Certificate & Latest Income Tax Certificate (NTN)
5. **Method of Procurement.** *Single Stage Two Envelope & Single Stage One Envelope*

6. Bidding/Tender Documents:

- (i) **Issuance:** Documents will be issued from **23rd February 2017 to 14th March 2017.**
- (ii) **Submission:** Last date will be **14-03-2017 up to 11:00 a.m.**
- (iii) **Opening:** will be opened on **14-03-2017 at 11:30 a.m.**

(iv) **Place** of issuance, submission, inquiries and opening will be:-

Office of the Project Director (E.W) LUMHS Jamshoro. :

Telephone Number(s): 022-9213331

Fax Number: 022-9213332 :

E-mail Address (If available) : pd@lumhs.edu.pk.

(v) **Un-responded tenders** will be again issued/ submitted/ opened on following dates:-

2nd Attempt:(a) Issue date. (b) Submission date: Opening date:

17-03-2017 04-04-2017 up to 11:00 am 04-04-2017 up to 11:30 am

6. Bid validity Period: - (90) days.

7. Terms & Conditions.

The Contract documents and other terms & conditions can be seen and blank tenders obtained from the office of the undersigned on payment of cost of tenders for each work (Nonrefundable) through pay order in favour of Vice Chancellor LUMHS, Jamshoro on any working day from **23rd February 2017**. Tender documents will be uploaded on SPPRA/LUMHS website w.e.f **23rd February 2017**. The Technical Proposals will be opened on the date as mentioned above at 11:30 a.m. in the presence of bidders or their authorized representative who wish to attend.

The financial proposals of only technically qualified firms/bidders will be opened on later date which will be conveyed to the relevant bidders.

Earnest money in the shape of bank draft/pay order in the name of Vice Chancellor LUMHS, Jamshoro must be attached with the bid documents.

The procurement agency reserves the right to accept or reject any or all technically & financial bids as per SPPRA rules.

D.A./ AS ABOVE

PROJECT DIRECTOR (E.W)
LUMHS, Jamshoro

C.C. for information to:

- **The P.S to Vice Chancellor LUMHS, Jamshoro.**
- **The Registrar, LUMHS, Jamshoro.**
- **The Director Finance, LUMHS, Jamshoro.**
- **Sindh Public Procurement Regulatory Authority ,Barrack 8 Secretariat 4A Court Road Karachi Tel: 92-21-99205369 for hoisting on SPPRA's website.**
- **The Director I.T for hosting on LUMHS website.**
- **Notice Board.**

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 corresponding 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 I 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.

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 Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

Introduction	
ITB 1.1	Name of Procuring Agency of Government of Sindh. LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES JAMSHORO SINDH
ITB 1.1	NOT APPLICABLE
ITB 1.1	Name of Project: Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)
ITB 1.1	Name of Contract: Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)
ITB 4.1	Name of Procuring agency. PROJECT DIRECTOR, LUMHS JAMSHORO
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers. Address: Project Director, (E.W) Liaquat University of Medical & Health Sciences, Jamshoro Tele:# 92-22-9213331. Fax:# +92-22-9213332 Web Site: www.lumhs.edu.pk , E-mail: pd@lumhs.edu.pk
ITB 8.1	Language of the bid : ENGLISH.

Bid Price and Currency	
ITB 11.2	The price quoted shall be in C&F/ FOR inclusive of all service charges inclusive of delivery duty paid and to become equipment operational i.e. installation and hands on training charges.
ITB 11.5	The price shall be fixed and include charges of necessary parts & accessories required to become equipment operational.
Preparation and Submission of Bids	

Part B-3 Section II. Bid Data Sheet	Qualification requirements.
ITB 13.3 (a)	<ul style="list-style-type: none"> i) Bio data of Engineers and Technical Staff working with the firm. ii) Latest Income Certificate (NTN). iii) Valid GST Registration Certificate. iv) Sindh Revenue Board Certificate (SRB) v) Certified copy of Authorized Dealership Certificate/ Manufacturer certificate vi) Documentary evidence of similar works executed /works in progress and certificate of satisfactory completion of works by the employers. vii) List of works in progress indicating cost of each work and copy of letter, awarding the work viii) List of Machinery and equipment available for after sale services and trouble shooting, with documentary evidence of its ownership. ix) Certificate of Bank showing credit worthiness along with current Bank Statement. x) Registration with income tax Department (NTN Certificates) GST Registration certificate, Sindh Revenue Board with copy of N.I.C. xi) Undertaking of Affidavit that the firm is not involved in any litigation of abandoned any work in the Department. xii) Affidavit to the effect that the firm/ supplier have not been black listed previously by any executing agency. xiii) (a) In the case of a Bidder offering to supply goods under 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 goods in the Procuring agency's country; xiv) (b) The Bidder has the financial, technical, and production capability necessary to perform the contract; (c) that, in the case of a Bidder not doing business within the 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.
ITB 14.3 (b)	<p>Spare parts required for 05 of years of operation.</p> <p>Quoted/ offered items shall be of latest model from the manufacturer and supplier is responsible to provide after sales support, insure availability of spare parts for at least 05 years after commissioning of equipment at LUMHS Jamshoro. (under taking on Affidavit is to be submitted.</p>

Part Two - Section II. Bid Data Sheet	
ITB 15.1	Amount of bid security. Total 5% of bid amount. (5% of total amount of bid at the time of bid submission and 5% after awarding of work/ supply order.)
ITB 16.1	Bid validity period. (90) Ninety Days.
ITB 17.1	Number of copies. (One original)
ITB 18.2 (a)	Address for bid submission: Office of the Project Director (E.W) LUMHS Jamshoro.
ITB 18.2 (b)	IFB title and number. Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment) Doc#:PD/LUMHS/1978 Issue Date: 16-02-2017
ITB 19.1	Deadline for bid submission. 14-03-2017 up to 11:00 a.m
ITB 22.1	Time, date, and place for bid opening: The tenders will be opened on the same date i.e. 14-03-2017 at 11:30 a.m hours in presence of tender opening/evaluation committee and bidders or their authorized representatives who ever be present in the Office of the Project Director (E.W) LUMHS Jamshoro.

Bid Evaluation	
ITB 25.3	<p>Criteria for bid evaluation.</p> <p>Evaluated price of the goods</p> <p>Engineers and Technical Staff working with the firm.</p> <p>Similar works executed /works in progress during last 05 yrs.</p> <p>Machinery and equipment available for after sale services and trouble shooting</p> <p>Total 100</p> <p>The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.</p>
ITB 25.4 (a)	Delivery schedule: (60) Sixty Days.
ITB 25.4 (b)	

Option (i)	Adjustment expressed as a percentage at rate of one half (0.5) percent per week of bid amount on account of liquidated damages.
Option (ii)	
Option (iii)	
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.
ITB 25.4 (d)	Cost of spare parts: Not Applicable.
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.
ITB 25.4 (f)	Operating and maintenance costs. One year of installation & operation of equipment at LUMHS.
ITB 25.4 (g)	Performance and productivity of equipment. <i>[Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i>
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications.
ITB 25.4	Specify the evaluation factors.
Alternative	Merit point System
Contract Award	
ITB 29.1	Percentage for quantity increase or decrease 50%

Section III. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Procuring agency in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section III complement the General Conditions of Contract included in Part one, Section II, specifying contractual requirements linked to the special circumstances of the Procuring agency, the Procuring agency's country, the sector, and the Goods purchased. In preparing Section III, the following aspects should be checked:

- (a) Information that complements provisions of Part one Section II must be incorporated.
- (b) Amendments and/or supplements to provisions of Part one Section II, as necessitated by the circumstances of the specific purchase, must also be incorporated.

Table of Clauses

1. DEFINITIONS (GCC CLAUSE 1).....	11
2. COUNTRY OF ORIGIN (GCC CLAUSE 3).....	11
3. PERFORMANCE SECURITY (GCC CLAUSE 7).....	11
4. INSPECTIONS AND TESTS (GCC CLAUSE 8).....	12
5. PACKING (GCC CLAUSE 9).....	12
6. DELIVERY AND DOCUMENTS (GCC CLAUSE 10).....	12
7. INSURANCE (GCC CLAUSE 11).....	12
8. INCIDENTAL SERVICES (GCC CLAUSE 13).....	13
9. SPARE PARTS (GCC CLAUSE 14).....	13
10. WARRANTY (GCC CLAUSE 15).....	13
11. PAYMENT (GCC CLAUSE 16).....	14
12. PRICES (GCC CLAUSE 17).....	15
13. LIQUIDATED DAMAGES (GCC CLAUSE 23).....	15
14. RESOLUTION OF DISPUTES (GCC CLAUSE 28).....	15
15. GOVERNING LANGUAGE (GCC CLAUSE 29).....	15
16. NOTICES (GCC CLAUSE 31).....	15

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.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: LUMHS JAMSHORO, SINDH

GCC 1.1 (h)—The Procuring agency's country is: PAKISTAN

PGCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: *[if applicable]*

2. Country of Origin (GCC Clause 3): UK/USA/JAPAN/GERMANY/PAKISTAN OR A+ QUALITY OF CHINA

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **10% of contract amount (5% Earnest Money + 5%)**.

GCC 7.4— after delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: **The goods shall be delivered free of all defects with entire satisfaction of procurement agency/ LUMHS authorities.**

5. Packing (GCC Clause 9) : Appropriate package for save shipment of goods to LUMHS Jamshoro.

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

6. Delivery and Documents (GCC Clause 10)*Sample provision (DDP terms)*

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

7. Insurance (GCC Clause 11) : Insurance charges will be borne by the supplier.

GCC 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. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are: **Quoted rates are inclusive of all charges, Installation, after sales backup support under warranty period, labor and transportation charges to place equipment at the site of installation i.e. LUMHS Jamshoro.**

9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are: **Price of spare parts should be provided if some of its parts are periodically change after specific time for proper operation of equipment.**

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15) : The warranty period shall be (12) Twelve months from the date of acceptance of the goods (installation & operation with entire satisfaction of LUMHS authorities. The supplier in addition, comply with the performance and/or consumption guarantees under the Contract. If the supplier fails to fulfill these guarantees under warranty period, in whole or in part the Supplier shall be charged penalty as under:

Supplier shall pay liquidated damages to LUMHS authorities in account of failure to meet the contractual guarantees. At the rate of up to 10% of contract amount maximum as per following schedule 0.05 % of contract amount per week of non-compliance period/ instructions.

GCC 15.2—In partial modification of the provisions, the warranty period shall be (12) Twelve months from date of acceptance of the Goods (installation & operation). The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (10% of Bid Amount).

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: (30) Thirty Days of written complaint.

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: (a) Pak rupees payments shall be made /released to supplier after submission of following documents.

- Delivery Report.
- Installation Report.
- Satisfactory report dully signed from end user.
- Work should bre completed with in specific date of completion.

(b) Foreign Currency payment shall be made through letter of Credit (L.C) through Bank. Performance Security of 10% will be released after expiry of warranty period i.e. after one yeas of installation of goods at site.

12. Prices (GCC Clause 17): Not Applicable.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: **0.05% per week.**

Maximum deduction: **10 % of bid amount.**

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English.**

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—procuring agency's address for notice purposes:
Registrar/ Vice Chancellor, LUMHS Jamshoro

—Supplier's address for notice purposes:

Section IV. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring agency, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VI. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 29.

The date or period for delivery should be carefully specified, taking the date prescribed herein from which the Procuring agency's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Number	Description	Quantity	Delivery schedule (shipment)
---------------	--------------------	-----------------	-------------------------------------

.

Section V. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Procuring agency without qualifying their bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “or at least equivalent.”

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring agency with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Procuring agency during contract execution.

Technical Specifications

[Text of Technical Specifications to be inserted in the bidding documents by the Procuring agency, as applicable.]

Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment) LIAQUAT UNIVERSITY OF MEDICLA & HEALTH SCIENCES JAMSHORO

Specification of Equipment

S.NO.	DESCRIPTION	QUANTITY
1	2	3
1	High Definition Video Endoscopy System with Full HD Monitor " Make USA, UK, JAPAN & EU"	1
2	Video Gastro scope Adult Size " Make USA, UK, JAPAN & EU"	3
3	Video Gastro scope Adult 5.8mm Size " Make USA, UK, JAPAN & EU"	1
4	Video Colonoscopy Adult Size " Make USA, UK, JAPAN & EU"	2
5	Video Duodena scope Adult Size " Make USA, UK, JAPAN & EU"	1
6	Endoscopy Data Management & Reporting Software with image capturing etc " Make USA, UK, JAPAN , EU, china & Pakistan"	1
7	Anesthesia machine with ventilator " Make USA, UK, JAPAN & EU"	2
8	Motor Driven Endoscopy table ERCP Compatible with Motorized Longitudinal, Transverse & Elevating option. " Make USA, UK, JAPAN & EU"	1
9	Digital Fluoroscopy Machine (C-ARM) Mobile Image Intensifier with TV System, Cassette Radiographic Facility and Image capture and Recording Facility and trolleys monitors " Make USA, UK, JAPAN & EU"	1
10	Endoscope sterilization/ disinfectant machine " Make USA, UK, JAPAN & EU"	3
11	Suction Machine " Make USA, UK, JAPAN , China & EU"	8
12	Blood Pressure & Pulse Monitor with Pulse Oximeter " Make USA, UK, JAPAN & EU"	15
13	X-Ray Protection Apron of lead "Make USA, UK, JAPAN & EU".	20
14	Endoscopic Sterilization Solution 2-5 liters bottle " Make USA, UK, JAPAN & EU"	100

15	High Frequency Cautery Unit With Endoscopic Accessories Complete Electro Surgical Unit (Pulse cut/ Clever cut)	2
	Endoscopic Disposable accessories	
17	Triple lumen shinctrotome clever cut	50
18	Triple lumen needle knife	10
19	Hydrophobic guide wire 0.35	50
20	Hydrophobic guide wire 0.25	50
21	Hydrophobic guide wire 0.21	20
22	ERCP plain Catheter (ball tip, metal tip and standard tip	50
23	Reusable biopsy forceps for upper GI	25
24	Reusable Biopsy Forceps for Lower GI	25
25	EMR KIT	20
26	Plastic Biliary Stent Assorted Sizes	200
27	One Action Stent Insertion Kit for Assorted Sizes	25
28	Sohendra Mechanical Lithotripter	20
29	Grasping Forceps Basket Type Compatible for Mechanical Lithotripter	10
30	TTS Esophageal Balloon Dilator	20
31	TTS Colonic Balloon Dilator	20
32	TTS Pyloric Balloon Dilator	20
33	Reusable stent removing FORCEPS	20
34	Reusable Polypectomy snare	20
35	Savary gilliard guide wire	1
36	Oesophageal band ligator kit	500
37	Stone Crusing Basket Large size	20
38	Heamostasis Clip for upper GI	100
39	Heamostasis Clip for Lower GI	100
40	Triple Lumen Multi 3v Extraction Balloon	20
41	Biliary Balloon Dilator	20
42	Pre Cutting Needle Knife	10
43	Endoscopic Sterilization Solution	50
44	10% Xylocaine Spray	100
45	Gastrotomy Set (Box of 2)	20
46	Savary Gilliard Dilator Set	1
47	Injector Single-use injection needle for Upper & lower GI	1
48	Six Shooter Multi band ligators EU, UK, US & CHINA	25
49	UPS for computers	8

Section VI. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring agency, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4 (c), spare parts pursuant to ITB Clause 25.4 (d), or quantity variations pursuant to ITB Clause 29. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Sample Forms

1. <i>BID FORM AND PRICE SCHEDULES</i>	23
2. <i>BID SECURITY FORM</i>	26
3. <i>CONTRACT FORM</i>	27
4. <i>PERFORMANCE SECURITY FORM</i>	28
5. <i>BANK GUARANTEE FOR ADVANCE PAYMENT</i>	29
6. <i>MANUFACTURER'S AUTHORIZATION FORM</i>	30

1. Bid Form and Price Schedules

Date: _____
IFB N^o: _____

To: The Project Director
LUMHS Jamshoro.
Office of the Project Director (E.W)
Jamshoro Sindh.

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

Dated this _____ day of _____ 2017.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Name of Bidder _____.

SCHEDULE A (SCHEDULE OF PRICES)

**ESTABLISHMENT OF PNS DRIGH LUMHS JAMSHORO (PROCUREMENT OF
EQUIPMENT)**

Sr. #	DESCRIPTION	COST (RS.)
1	Total Tender Cost of Equipment	
	Part A Non Schedule Items	=
2	Total Tender Cost (RS.)	=

Rupees: - _____

Signature Contractor/Firm

*Project Director
Liaquat University of Medical &
Health Sciences Jamshoro.*

Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)							
Price Schedule in C&F For Currency							
Name of Bidder: _____			IFB Number _____	_____	Page of _____	_____	
S.No.	Description	Country of Origin	Quantity	Unit of Price DDP Names Place	UNIT	Total DDP Per Item	Unit Price of Delivered duty Paid (DDP) to final destination plus price of ther incidental service if required
1	2	3	4	5	6	7	8
1	High Definition Video Endoscopy System with Full HD Monitor " Make USA, UK, JAPAN & EU"		1		Each		
2	Video Gastro scope Adult Size " Make USA, UK, JAPAN & EU"		3		Each		
3	Video Gastro scope Adult 5.8mm Size " Make USA, UK, JAPAN & EU"		1		Each		
4	Video Colonoscopy Adult Size " Make USA, UK, JAPAN & EU"		2		Each		
5	Video Duodenosco pe Adult Size " Make USA, UK, JAPAN & EU"		1		Each		
6	Endoscopy Data Managemen t & Reporting Software with image capturing		1		Each		

	etc " Make USA, UK, JAPAN , EU, china & Pakistan"						
7	Anesthesia machine with ventilator " Make USA, UK, JAPAN & EU"		2		Each		
8	Motor Driven Endoscopy table ERCP Compatible with Motorized Longitudinal, Transverse & Elevating option. " Make USA, UK, JAPAN & EU"		1		Each		
9	Digital Fluoroscopy Machine (C- ARM) Mobile Image Intensifier with TV System, Cassette Radiographic Facility and Image capture and Recording Facility and trolleys monitors " Make USA, UK, JAPAN & EU"		1		Each		
10	Endoscope sterilization/ disinfectant machine " Make USA, UK, JAPAN & EU"		3		Each		
11	Suction Machine " Make USA, UK, JAPAN ,		8		Each		

	China & EU"						
12	Blood Pressure & Pulse Monitor with Pulse Oximeter " Make USA, UK, JAPAN & EU"		15		Each		
13	X-Ray Protection Apron of lead " Make USA, UK, JAPAN & EU".		20		Each		
14	Endoscopic Sterilization Solution 2-5 liters bottle " Make USA, UK, JAPAN & EU"		100		Each		
15	High Frequency Cautery Unit With Endoscopic Accessories Complete Electro Surgical Unit (Pulsecut/ Clevercut)		2		Each		
	Endoscopic Disposable accessories						
17	Triple lumen shinctrotome clever cut		50		Each		
18	Triple lumen needle knife		10		Each		
19	Hydrophobic guide wire 0.35		50		Each		
20	Hydrophobic guide wire 0.25		50		Each		
21	Hydrophobic guide wire 0.21		20		Each		
22	ERCP plain Catheter (ball tip, metal tip		50		Each		

	and standard tip						
23	Reusable biopsy forceps for upper GI		25		Each		
24	Reusable Biopsy Forceps for Lower GI		25		Each		
25	EMR KIT		20		Each		
26	Plastic Biliary Stent Assorted Sizes		200		Each		
27	One Action Stent Insertion Kit for Assorted Sizes		25		Each		
28	Sohendra Mechanical Lithotripter		20		Each		
29	Grasping Forceps Basket Type Compatible for Mechanical Lithotripter		10		Each		
30	TTS Esophageal Balloon Dilator		20		Each		
31	TTS Colonic Balloon Dilator		20		Each		
32	TTS Pyloric Balloon Dilator		20		Each		
33	Reusable stent removing FORCEPS		20		Each		
34	Reusable Polypectomy snare		20		Each		
35	Savary gilliard guide wire		1		Each		
36	Oesophageal band ligator kit		500		Each		
37	Stone Crusing Basket Large		20		Each		

	size						
38	Heamostasis Clip for upper GI		100		Each		
39	Heamostasis Clip for Lower GI		100		Each		
40	Triple Lumen Multi 3v Extraction Balloon		20		Each		
41	Biliary Balloon Dilator		20		Each		
42	Pre Cutting Needle Knife		10		Each		
43	Endoscopic Sterilization Solution		50		Each		
44	10% Xylocaine Spray		100		Each		
45	Gastrotomy Set (Box of 2)		20		Each		
46	Savary Gilliard Dilator Set		1		Each		
47	Injector Single-use injection needle for Upper & lower GI		1		Each		
48	Six Shooter Multi band ligators EU, UK, US & CHINA		25		Each		
49	UPS for computers		8		Each		
			Total Cost				

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring agency]* (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

4. Performance Security Form

To: *[name of procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20____ 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 guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

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

**LIAQUAT UNIVERSITY
OF
MEDICAL & HEALTH SCIENCES JAMSHORO
ISO 9001:2008 CERTIFIED**



**Document for submission of Technical Proposal
Information duly supported along with documentary
evidence for evaluation of eligibility criteria of firm to
participate in bids based on marks/score for evaluation**

**ESTABLISHMENT OF PNS DRIGH LUMHS JAMSHORO (PROCUREMENT OF
EQUIPMENT)**

Name of Department:	Project Director (Engineering Wing) LUMHS Jamshoro
Name of Procuring Agency:	Liaquat University of Medical & Health Sciences Jamshoro.

Document issued to _____

1.0 Introduction

The basic aim of the submission of Technical Proposal is intended to eliminate, early in procurement proceedings, constructors that are not suitably qualified to perform the contract.

1. Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)

Liaquat University of Medical & Health Sciences Jamshoro has received funds from *Sindh Province* for the Project/Scheme cited above with Scope, Estimated Cost and other details are as under:-

- (i) **Scope:** “Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)”.
- (ii) **Estimated Cost:** 52.40 Million.
- (iii) **Project Period:** (03) Three Months.

7. Eligibility: Valid Registration with tax authorities

- a. Bio date of Engineering and Technical Staff working with the firm
 - b. Certified copy of Authorized Dealership Certificate/ Manufacturer certificate
 - c. Documentary evidence of similar works executed /works in progress and certificate of satisfactory completion of works by the employers
 - d. List of works in progress indicating cost of each work and copy of letter, awarding the work
 - e. List of Machinery and equipment available for after sale services and trouble shooting, with documentary evidence of its ownership
 - f. Certificate of Bank showing credit worthiness along with current Bank Statement
 - g. Undertaking of Affidavit that the firm is not involved in any litigation of abandoned any work in the Department
 - h. Affidavit to the effect that the firm/supplier have not been black listed previously by any executing agency
- The firm/Contractor should be registered with Sindh Revenue Board, Valid GST Registration Certificate & Latest Income Tax Certificate (NTN)
 - Applicants will be informed, in due course, of the result of the evaluation of applications. The financial proposals of only technically qualified firms/bidders will be opened.

4.0 Section I. Instructions to Bidders/Applicants (ITB).

Clause 1 The firm/contractor shall enclose the (one original and one copy) of the documents in a sealed envelope which shall:-

- (a) bear the name and address of the Applicant;
- (b) be delivered by hand or through courier/registered mail to address mentioned in advertisement for pre-qualification or in document; and

1. (c) *be clearly marked “Application for submission of Technical Proposal for*

“Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment).”

Clause 2 If the envelope is not sealed and marked as required, the procuring agency will assume no responsibility for the misplacement or pre-maturing opening of the document.

Clause 3 Document shall be prepared in the English language.

Clause 4 Firm/Contractor must respond to all questions and provide complete information as advised in this document. Any lapses to provide essential information may result in dis-qualification of the firm/contractor.

Clause 5 Clarification and Modification of Documents (SPP Rule 23).

Firm/Contractor, who has obtained documents, may request for clarification of contents of the bidding document in writing, and respond to such queries shall be made in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid.

Clause 6 Addendum: At any time prior to the deadline for submission of documents, the agency may amend the Document by issuing addenda. Any addendum issued shall be part of the Document and shall be communicated in writing to all who have obtained the prequalification document.

Clause 7 Deadline for submission of Documents (SPP Rule 22 & 24): Documents shall be received by the agency at the address Project Director (E.W) LUMHS Jamshoro & telephone 022-9213331 & fax number 022-9213332 not later than the 14-03-2017 up to 11:00 a.m. The procuring agency may, at its discretion, extend the deadline for the submission of documents by amending the Document, and in which case all rights and obligations of the Agency and the firms/contractors subject to the previous deadline shall thereafter be subject to the deadline as extended.

Clause 8 Evaluation (Rule 27 (2)): Firm’s/Contractor’s general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Applicant’s responses in the prescribed forms will be evaluated as per evaluation

criteria given in the document. The Procuring Agency reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Sub-contractor's experience and resources shall not be taken into account in determining the firm/contractor compliance with the qualifying criteria. However, Joint Venture experience & resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in case of Joint Venture.

Clause 9 Clarification of Prequalification Information (Rule 43): To assist in the evaluation of information, the agency may, at its discretion, ask any firm/contractor for a clarification of any information which shall be submitted within a stated reasonable period of time. Any request for clarification shall be in writing. If any firm/contractor does not provide clarifications of the information requested by the date and time set in the agency's request for clarification then application of the firm/contractor may be rejected.

Clause 10 Verification of Prequalification Information (Rule 28 (1d)): Verification of the information provided by the pre-qualified/shortlisted firms/contractors in the submissions for prequalification may be made. In case the information is found to be wrong or incorrect in any material way or firm/contractor is found to be lacking in the capability or resources to successfully perform the contract, then it shall not be pre-qualified.

5.0 Section II: Evaluation/Qualification Criteria.

1. Criteria based on Marks/Score.

Mandatory Provisions/Eligibility: Firms/Contractors must possess (i) valid registration certificate from income tax authority (NTN); II) Valid registration with General Sale Tax Department, Sindh Revenue Board and (iii) is not black listed. *(Attach all certificates and affidavit of not black listing).*

(A) Company Profile.

- i.** Period since Firm/Contractor is in construction business **10 Marks**
- Up to 2 years 02 Marks
- Up to 03 years 05 Marks
- Above 03 years 10 Marks
- (Attach PEC license for each year) if applicable*
- ii.** Office facilities **05 Marks**
- In Sindh province 03 Marks
- In any other province/Islamabad 01 Marks
- Outside Country 01 Marks

(B) General Experience Record 40 Marks

- i.** Projects of similar nature and complexity 25 Marks
- Completed over last 05 years.
(5 Marks for each project)
- (Attach satisfactory completion certificates)*
- ii.** Projects of similar nature and complexity in hand. 15 Marks
- (5 Marks for each project having cost **Rs: 40 Million** or above).
- (Attach copies of work orders)*

(C) Personnel Capabilities required for this project 20 Marks

Requirement of persons will vary from Project to Project.

Following factors may be used as a guideline:

Sr. No.	Description/Position with qualification & experience	Number	Details of Staff, Contact No	Remarks
	<i>Site Engineer</i>			05 Marks
	<i>Supervisor.</i>			05 Mark.,
	<i>Technician</i>			01 Marks/person max: 05
	<i>Helpers</i>			02 Marks.
				02 Marks.
				02 Marks.

(D) Equipment Capability 15 Marks

- (a) *Critical equipment and number required for the Project shall be specified by the Procuring Agency.*
- (b) High value equipment should be an option to own, lease or hire.
- (c) Total equipment available with the applicant is to be listed along with its current mobilization on on-going projects.

(Details are to be provided in the attached form)

(E) Financial Soundness /Status 10 Marks

For Financial Status assessment, the Applicants may be required to submit Audited Financial Statements for the last five years or any other document which verifies their Financial Status.

Where necessary, the Procuring Agency will make enquiries with the firm's/contractor's bankers.

Working Capital in hand for this project/work (Attach proof of Bank Statement/Credit Facilities)

- | | | |
|------|--|----------|
| i. | Less than 15% of Estimated Cost of this Work | 02 Marks |
| ii. | Less than 25% of Estimated Cost of this Work | 05 Marks |
| iii. | Less than 40% of Estimated Cost of this Work | 08 Marks |
| iv. | More than 40% of Estimated Cost of this Work | 10 Marks |

Qualifying Score is 65%, but it is mandatory to obtain 40% in each section.

(2) Based on Yes/No or Pass/Fail system.

Mandatory Provisions/Eligibility: Firms/Contractors must possess (i) valid registration certificate from income tax authority (NTN); and (ii) is not black listed.
(Attach all certificates and affidavit of not black listing)

Required Documents: It must include following information/documents:-

(A) Firm/Contractor have been in business of construction at least for 5years.

(B) Experience and past performance.

- (i) Have completed Two (2) similar assignments having cost of each at least 75% of the project in the last five (05) years.
- (ii) Have executed at least one (1) project in similar geographical condition in last five (5) years.

(Attach performance certificates of completed projects).

(C) Key Personnel Qualification & Experience.

(Requirement will vary from assignment to assignment).

- (i) **Site Engineers.** Qualification: BE (Mechanical/ Electrical),, Number: ().
Experience: () similar assignments,
() years experience.
- (ii) **Supervisors:** Qualification: Diploma in Related field, Number: ().
Experience: () similar assignment,
() years experience.
- (iii) **Technician :**
Diploma/Certificate Course in Electrical/ Mechanical, ()
Experience: () years
- (iv) **Skilled man**

Certificate in Skilled course (relevant Technical Field of Specialization)

(Brief CVs of personnel be attached).

(D) Equipment:

- (a) *Critical equipment and number required for the Project shall be specified by the Procuring Agency. N.A*
- (b). High value equipment should be an option to own, lease or hire.
- (c) Total equipment available with the applicant is to be listed along with its current mobilization on on-going projects.

(Details are to be provided in the attached form)

(E) Financial:

- (i) Documentary evidence of financial position, bank statement or audited accounts of the last Three (3) years.
- (ii) Average Annual turnover of the last three years should not less than Thrice the cost of work.

(F) Any other information:

- (i) Details of disputes/litigation or arbitration with client.
- (ii) *Any other document/information desired by procuring agency.*

6.0 Section III. Application Forms;

A-I Application Submission Form *(The covering letter is to be submitted by the interested firm/contract or partner responsible for a joint venture, on appropriate company letterhead)*

Date: _____

To

*The Project Director (E.W)
Liaquat University of Medical
& Health Sciences, Jamshoro.*

Dear Sir,

Subject: Technical Proposal for Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)

I the undersigned, being duly authorized to represent and act on behalf of..... applies to be prequalified for the project cited above and enclose one (1) original *together with one copy* of Technical Proposal documents and declare the following:

- (a) I have examined and have no reservations to the Document, including Addenda No(s)....., issued in accordance with ITB Clause 6.
 - (b) I understand that Procuring Agency may cancel the qualification process at any time and that Procuring Agency is not bound either to accept any application that it may receive or to open financial proposals of technically disqualified bidders, without incurring any liability to the Applicants.
 - (c) Bids by technically qualified applicants will be subject to verification of all information submitted at the time of bidding;
 - (d) Agency reserves the right to amend the scope and value of any contract under this project.
2. The Procuring Agency and its authorized representative(s) may contact the following person(s) for further information, if needed;
- Person to be contacted: _____ Telephone: _____
3. The undersigned declares that the statements and the information provided are complete, true, and correct in every detail.

Signed:

Name:

A-II**1. Company Profile**

Date: _-----

Contract: -----

All individual firms and each partner of a joint venture applying for submission of Technical Proposal are requested to complete the information in this form.

1.	Name of firm (legal): <i>(In case of Joint Venture (JV), legal name of each partner:</i>	
2.	Nature of Business: <i>(Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)</i>	
3.	Head Office Address:	
4.	Telephone Fax numbers: E-mail address:	
5.	Place of Incorporation/Registration: Year of incorporation/registration:	
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:	
7.	<u>NATIONALITY OF OWNERS.</u>	
	Name:	Country:

A-III

2. General Experience Record

(i) Details of Contracts of Similar Nature and Complexity completed over last 05 years

Sr. No.	1	2	3	4	5
Name of Contract:					
Country:					
Name of Procuring Agency With Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contract Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion					

(ii) Projects of similar nature and complexity in hand.

Firms/ Contractor and each partner of the joint venture should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

Name of Contract	Value of Contract	Name of Procuring Agency	Value of Outstanding work (Equivalent Pak Rs. Millions)	Estimated Completion Date
1.				
2.				
3.				

(iii) Projects executed in similar geographical conditions in last five (5) years.

Sr. No.	1	2	3	4	5
Name of Contract:					
Country & location					
Name of Procuring Agency With Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contract Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs					
Date of Award:					
Date of Completion					

A-IV**4(A) Personnel Capabilities**

Firm/Contractor should provide the names of suitably qualified personnel to meet the specified requirements stated in Section 3; (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

Sr. No.	Title of Position	Name
1		
2		
3		
4		
5		

A-V

4(B) Curriculum Vitae (CV) for Proposed International or National Experts

1. Proposed Position: _____

2. Name of Firm: _____

3. Name of Expert: _____

4. Current Residential Address: _____

Telephone No: _____ Fax No: _____

E-Mail Address: _____

5. Date of Birth: _____ Citizenship: _____

6. Qualification: _____

7. Work Experience: Summarize professional experience in reverse chronological order.

Indicate particular technical and managerial experience relevant to the project.

		<p>3. Company / Project / Position / Relevant technical and management experience</p>

A-VI

5. Equipment Capabilities

Firm/Contractor shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Sr. No.	Name of Equipment	Nos:	Marks	Total Marks	
1			02		
2			02		
3			01		
4			01		
5			02		
6			02		
7			01		
8			01		
09			01		
10			01		
11			01		
12					

A-VII

Following information shall be provided if equipment is not owned by the Bidder.

Sr. No.	Name of Equipment	Name of owner	Address of owner	Contact name and title with Telephone Fax & E Mail	Agreements Details of rental / lease / manufacture agreements specific to the project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

A-VIII

6. Financial Resources.**A. Banker's Information:**

Sr. NO.	Name & Address of Bank	Contact name and title with Telephone, Fax & E Mail	

B. Financial Status: *(Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year, for the previous three years). A copy of the audited balance sheets should be attached..)*

Information from Balance Sheet/ Income Statement	Year 1:	Year 2:	Year 3:
1.Total Assets (TA)			
2.Total Liabilities (TL)			
3. Current Assets (CA)			
4. Current Liabilities (CL)			
5.Total Revenues (TR)			
6.Profits Before Taxes (PBT)			
7. Profits After Taxes (PAT)			

C. Source of Financing: Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments.

No.	Source of financing	Amount
1		
2		
3.		

Following formula will be used for evaluation:

Min Cash Flow = (10xworking capital) - (30% of current commitment) + (credit limit).

D. Annual turnover data (construction only)*

Year Amount and Currency Rupees in million

1
2
3
4

* Average annual construction turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Qualification Criteria. Normally not be less than 2 x V/T, the estimated annual turnover or cash flow in the subject contract based on a straight-line projection of the Employer's estimated cost (V), including contingencies, over the contract duration (T). The multiplier of two may be reduced for very large contracts but should not be less than 1.5

A-IX

7. Litigation History

Applicants, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execute). A separate sheet should be used for each partner of joint venture.

(A) Decided Litigation.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Pak Rs. or equivalent)

(B) Pending Litigation.

Year	Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

Section IV. Scope of Contract: *(Description of works and Period of completion)*

S/N	Name of work	Estimated Cost Million	Earnest Money Million	Completion Period	Tender Fee
1)	Establishment of PNS DRIGH LUMHS Jamshoro (Procurement of Equipment)	52.40	2.620	03 months	5000
	Specifications, drawings, items of works and quantities of items are provided in Financial Proposal Documents.				