

**Sindh Institute of Child Health &
Neonatology (SICHN),
Government of Sindh**

Bidding Documents

For

National Competitive Bidding

Pakistan

**Laboratory on Reagent Rental Basis for
SICHN Sites**

PART ONE (FIXED)

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

Table of Contents - Part One

PART ONE - SECTION I. INSTRUCTIONS TO BIDDERS2

TABLE OF CLAUSES3

PART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT22

TABLE OF CLAUSES23

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. 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.
- 11.4 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 Eligibility and

- 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.

- 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 encashable 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 interlineation, 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 in the Procuring agency's country 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 stipulate 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 security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will 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	24
2.	APPLICATION	24
3.	COUNTRY OF ORIGIN	25
4.	STANDARDS	25
5.	USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE GOVERNMENT	25
6.	PATENT RIGHTS	26
7.	PERFORMANCE SECURITY	26
8.	INSPECTIONS AND TESTS	26
9.	PACKING	27
10.	DELIVERY AND DOCUMENTS	27
11.	INSURANCE	27
12.	TRANSPOR-TATION	28
13.	INCIDENTAL SERVICES	28
14.	SPARE PARTS	28
15.	WARRANTY	29
16.	PAYMENT	30
17.	PRICES	30
18.	CHANGE ORDERS	30
19.	CONTRACT AMENDMENTS	31
20.	ASSIGNMENT	31
21.	SUBCONTRACTS	31
22.	DELAYS IN THE SUPPLIER'S PERFORMANCE	31
23.	LIQUIDATED DAMAGES	31
24.	TERMINATION FOR DEFAULT	32
25.	FORCE MAJEURE	33
26.	TERMINATION FOR INSOLVENCY	33
27.	TERMINATION FOR CONVENIENCE	33
28.	RESOLUTION OF DISPUTES	34
29.	GOVERNING LANGUAGE	34
30.	APPLICABLE LAW	34
31.	NOTICES	34
32.	TAXES AND DUTIES	34

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 of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 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 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.

**Sindh Institute of Child Health and Neonatology
(SICHN), Government of Sindh**

Bidding Documents

For

National Competitive Bidding

Pakistan

**Laboratory on Reagent Rental Basis for
SICHN Sites**

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

RECEIPT

IFB No: GOS/SICHN/PRO/Lab-Reag/26-27

Dated: _____

Received Bidding Document fee Rs.5000/ (Rupees Five Thousand only) nonrefundable fee that have been deposited in Account Title: Sindh Institute of child Health and Neonatology (SICHN) Sindh Bank Account no. 0357-597726-1000 dated on _____ from M/s. _____ in respect of purchase of Invitation to Bid for Laboratory on Reagent Rental Basis for SICHN Sites Items IFB No: GOS/SICHN/PRO/Lab-Reag/26-27 for the Financial Year 2026-27.

Signature _____

Stamp _____

Table of Contents - Part Two

INVITATION FOR BID	02
DATA SHEET	04
1. <i>bid evaluation sheet</i>	05
2. <i>evaluation Criteria</i>	06

INVITATION FOR BID (IFB)

IFB No: GOS/SICHN/PRO/Lab-Reag/26-27

The Government of Sindh received an allocation from the Public Funds in Pak rupees towards the cost of Sindh Institute of Child Health and Neonatology (SICHN), Government of Sindh in Sindh Province. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Laboratory on Reagent Rental Basis for SICHN Sites.

2. The Sindh Institute of Child Health and Neonatology (SICHN), Government of Sindh Karachi now invites e-bids through E-Pak Acquisition and Disposable System (EPADS) for eligible bidders of Framework Contract Agreement required for Hospital for the Laboratory on Reagent Rental Basis for SICHN Sites for the fiscal year 2026-27. The procurement method will be **Rule-46 (2) Single Stage Two Envelope Procedure**. The eligible bidders and firms in Sindh, should have valid registration with tax authorities of Islamic Republic of Pakistan (Income Tax, SRB (where applicable) & Sales Tax Department) and

3. Interested eligible bidders may obtain further information from the office of Executive Director, First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi Phone no. +9221-99333101-2-3 and E-mail: info@sichn.com.pk.

4. The Bids prepared in accordance with the instructions in the bidding documents must be submitted on EPADS and purchased by interested bidders on the submission of written application, to payment of Rs.5000/ Tender nonrefundable Fee that have to be deposited in Sindh Institute of Child Health and Neonatology (SICHN) Sindh Bank Account and Bank Paid Deposit Slip submit at First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi between 0900 to 1500 hours except Sunday, Saturday and Holidays from date of publication up to **23-06-2026 up to 10:00 a.m.** A complete set of bidding document containing detailed terms and conditions, can be viewed / downloaded from <https://portalsindh.eprocure.gov.pk/#/>.

5. The Bids must be submitted on EPADS on or before **Date of Opening up to 10:30 a.m.** and must be accompanied by a bid security of Two (2%) of estimated value of the procurement in favor of Sindh Institute of Child Health and Neonatology (SICHN) must reach before the deadline for the submission of e-bids, which will be opened on the same day **23-06-2026 at 11: 00 a.m** First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi.

6. The rates quoted should be inclusive of GST, Income Tax, etc. Applicable taxes will be deducted at source at prescribed rates. Delivery of Services will be made in as mentioned in the bidding document.

7. The bidders are requested to give their best and final prices as no negotiations are allowed.

8. In case Government declared / announce public holiday on the date of opening of Tender, the Tenders will be submitted / opened on the next working day.

9. The proposal shall be submitted through E-tendering portal under Technical and Financial/Commercial options on E-pad with all the supporting documentary evidence by or before the closing date and time.

10. In the first instance, technical Proposal shall be opened on the E tender portal, and then the "Financial Proposal" shall be retained unopened.


SICHN, KARACHI

11. During the technical evaluation, no amendments to Technical Proposal shall be permitted.
12. After the evaluation and approval of the technical proposals, the financial/commercial (on E-tender portal) shall be opened for technically responsive firms, publicly at a time, date and venue announced and communicated, within the proposed validity period.
13. The financial proposals found technically non-responsive shall be rejected.
14. Financial Proposal shall be evaluated based on procuring agency evaluation criteria as provided in the bidding document on E-pad portal.
15. The lowest evaluated bidder shall be awarded the contract.
16. Bidders are required to offer most competitive lowest price of their quoted items as no negotiations on quoted price are allowed under the rules.
17. Procurement Committee reserves the Right to accept or Reject any or all Bids prior to award of contract as per SPPRA Rules, 2010 (amended 2019).
18. In case of any difficulty prospective bidders may contact EPADS helpline 051-111-137-237 during working days/hours

Executive Director, (SICHN)
Government of Sindh

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.

Introduction	
ITB 1.1	SICHN, Government of Sindh
ITB 1.1	Name of Project: Sindh Institute of Child Health and Neonatology (SICHN)
ITB 1.1	Name of Contract: Laboratory on Reagent Rental Basis for SICHN Sites
ITB 4.1	Name of Procuring agency: SICHN, Govt. of Sindh
ITB 6.1	Procuring agency's address, telephone, telex, and facsimile numbers: Sindh Institute of Child Health and Neonatology (SICHN), Office First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi, Phone no. +9221-99333101-2-3 and E-mail: info@sichn.com.pk.
ITB 8.1	Language of the bid: English

Bid Price and Currency	
ITB 11.2	The price quoted shall be in Pakistani Rupees. The Prices indicated in the Price Schedule shall be delivered duty paid (DDP). The price of other (incidental) services, if any, may be mentioned separately.
ITB 11.5	The price shall be fixed, and in Pakistani Rupees.

Preparation and Submission of Bids	
ITB 15.1	The Bid Security shall be an amount not less than 2% of the estimated allocated budget or as specified against each item in the Schedule of Requirements and shall be submitted in the form of a Pay Order, Bank Call Deposit or Demand Draft issued by a scheduled bank in Pakistan in favor of the Sindh Institute of Child Health and Neonatology (SICHN).
ITB 16.1	Bid validity period: Validity Period of the Bid will be Ninety (90) Days
ITB 17.1	Number of copies: One Original technical proposal & one original financial proposal e-submission on Epad

ITB 18.2 (a)	Address for bid e-submission: Executive Director, SICHN, Govt. of Sindh Office First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi
ITB 18.2 (b)	IFB title and number: Laboratory on Reagent Rental Basis for SICHN Sites IFB No. GOS/SICHN/PRO/Lab-Reag/26-27
ITB 19.1	Deadline for bid submission: June 23, 2026 at 10:30 a.m
ITB 22.1	Time, date, and place for bid opening: June 23, 2026 (11:00 a.m) at address mentioned at ITB 18.2 (a)
ITB 24.2	Performance Security equal to 5% in form of pay order, Demand Draft or bank guarantee shall be submitted by the vendor.

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation
ITB 25.4 alternative	Liquidity Damages: 0.1% of amount of purchase order per day but not more than 10%
Contract Award	
ITB 29.1	Percentage for quantity increase or decrease: 15%

ITB 25.3 Bid Evaluation (Mandatory Evaluation Criteria for Laboratory on Reagents Rental Basis)

Bidders are requested to read and check the below requirement carefully. The provision of below documents is essential prerequisite along with submission of bid. Bids without below documents will be declared as **DIS-QUALIFIED**.

SR. #	DETAIL	YES/NO	PAGE # /Annex.
1	Tender Purchase Receipt /Paid Bank Deposit Slip		
2	Bid Security (2%) Photocopy with value hidden in Technical Proposal; Original in Financial)		
3	Technical Proposal on Company's Letterhead without showing rates		
4	Undertaking on Rs.100/- bidder is not blacklisted/debarred in any Public or Private Procuring Agency.		
5	Income Tax & GST Registration Certificate		
6	FBR Income Tax Returns (last 3 years)		
7	Professional Tax Certificate (Sindh)		
8	Company Profile		
9	Bank Account Turnover Certificate (last 3 year)		
10	Audited Financial Statement (last 3year)		
11	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan		
12	Manufacturer's authorization certificate and agreement with		

	manufacturer in favour of bidder should be provided with the bid		
13	The bidder must have local certified /authorized repair and maintenance set-up (Documentary proof required)		

NOTE: Reagents/Kits can only be supplied / sourced / routed from “origin” in “eligible” member countries

“**Eligible**” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to **disqualification**.

Undertaking:

We hereby confirm that we have read, understand and agree with above.

Signature & seal (bidder): _____

EVALUATION CRITERIA (Section A: Reagents Rental Basis)**NOTE**

Financial proposal must be submitted on company letter head duly signed and stamped. Bidder is required to type their offer in figure and as well as in words of the total amount else the offer would be rejected.

EVALUATION / QUALIFICATION

- 1 The procuring agency reserves the right to evaluate and compare the bids on itemized basis OR on the basis of a group of similar nature goods OR goods compatible with each other.
- 2 Bidders achieving minimum **70 marks** will be considered only for further process. Documentary evidence must be attached in support of each parameter.
- 3 Any Bid not meeting the mandatory requirements of evaluation criteria will be disqualified / rejected straight away and will not be considered for further evaluation.

S#	PARAMETERS / SUB-PARAMETERS	Total Marks
1	Conformity to the Purchaser's Specifications	20
1.1	Fully compliance with the required specifications	20
1.2	Compliant with minor deviation (up to 10% subject to main function is not affected)	15
1.3	Non-compliance or above 5% deviation from the statement of required specifications	Disqualify
2	Last three Years' Experience of Supply, Installation & Commissioning of Lab in Five Public Sector Hospital (2 Marks of each)	10
3	Last three Years' Experience of Supply, Installation & Commissioning of Lab in Five Private Sector Hospital (2 Marks of each)	10
4	Average Annual Turnover during last three (03) financial years Duly verified from FBR Tax Returns	10
4.1	12.000 (M) and above	10
4.2	09.00 (M) to below 12.00 (M)	08
4.3	06.00 (M) to below 09.00 (M)	06
4.4	03.00 (M) to below 06.00 (M)	04
5	Financial Worth of each year average for continuous last three years (Total Assets in FBR Returns)	10
5.1	12.000 (M) and above	10
5.2	09.00 (M) to below 12.00 (M)	08

5.3	06.00 (M) to below 09.00 (M)	06
5.4	03.00 (M) to below 06.00 (M)	04
6	Product Certification:	10
6.1	<ul style="list-style-type: none"> • USA Food & Drug Administration (USA -FDA) • China Food & Drug Administration (China -FDA) <u>for Automated Immuno assays analyser only</u> • European Community (CE) MDD • Japan Industrial Standard (JIS) / Japan Quality Assurance Organization (JQAO) / Certificate issued by Ministry of Health, Labor and Welfare Govt. of Japan 	10
6.2	All Three of the above	10
6.3	Any two	07
6.4	Only One	04
7	Manufacturer's Authorization	10
7.1	Participating Firm is OEM direct representative (not agent/distributor) and has registered branch/Liaison office in Pakistan or the Sole distributor for more than 15 years	10
7.2	Sole/Exclusive Authorized Distributor in Pakistan for last 5 Years (Proof of previous authorization certificate attested by embassy must be provided)	07
7.3	Sole/Exclusive Authorized Distributor for complete product line in Sindh/Pakistan for last 3 Years or the validity of authorization since issuance is of 3 years	05
7.4	Sole/Exclusive Authorized Distributor for limited product in Sindh/Pakistan for last 3 Years or the validity of authorization since issuance is of 3 years	04
8	Technical Staff	05
8.1	Diploma Bio Medical Engineer in the relevant field (1 Mark for each)	02
8.2	Graduate Bio Medical Engineer in the relevant field (1 Mark for each)	03
9	Local stock availability / storage capacity of bidder (Local Storage Capacity, Availability of Kits, consumables and Spare parts)	15
9.1	If more than 30% quantity of each quoted item / reagent available	15
9.2	If between 20% to 25% quantity of each quoted item available	10
9.3	If less than 20% quantity of each quoted item available	05
<u>Documentary proof required (Inventory DATA & Item ledger) covering on letter head</u>		
Total Evaluation Marks		100

Proposal Evaluation:

1. Technically qualified/successful bidder(s) shall be eligible for further process.
2. Bids not accompanied by the Bid Security of required amount and form shall be rejected.
3. Procuring Agency shall not be responsible for any erroneous calculation of taxes and all differences arising out shall be fully borne by the Successful Bidder.
4. For the purpose of comparison of bids quoted in different currencies, price shall be converted into Pakistani Rupees. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids, as notified by the National Bank of Pakistan (NBP) / State Bank of Pakistan (SBP).

Award Contract

29.1 Procuring Agency reserves the right to drop any item and increase or decrease the quantity of goods originally specified in Schedule of Requirements / Technical Specifications without any change in unit price and other terms & conditions.

32.1 Successful Bidder and the Procuring Agency will sign the Contract Agreement on the stamp paper with stamp duties as per the article 22-A (Contract) of the schedule of Stamp Act 1899. The expenditure involved on the said contract agreement will be borne by the bidder.

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)	11
5. PACKING (GCC CLAUSE 9)	11
6. DELIVERY AND DOCUMENTS (GCC CLAUSE 10)	12
7. INSURANCE (GCC CLAUSE 11)	12
8. INCIDENTAL SERVICES (GCC CLAUSE 13)	12
9. SPARE PARTS (GCC CLAUSE 14)	12
10. WARRANTY (GCC CLAUSE 15)	12
11. PAYMENT (GCC CLAUSE 16)	12
12. PRICES (GCC CLAUSE 17)	12
13. LIQUIDATED DAMAGES (GCC CLAUSE 23)	13
14. RESOLUTION OF DISPUTES (GCC CLAUSE 28)	13
15. GOVERNING LANGUAGE (GCC CLAUSE 29)	13
17. NOTICES (GCC CLAUSE 31)	13

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.

I. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: SICHN, and Government of Sindh

GCC 1.1 (h)—The Procuring agency's country is: Islamic Republic of Pakistan

GCC 1.1 (j)—The Project Site is: Sindh Institute of Child Health and Neonatology (SICHN), Office First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi.

2. Country of Origin (GCC Clause 3)

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: 5% in shape of Pay Order, Demand Draft or unconditional & irrevocable Bank/Insurance Guarantee as per the format from any schedule Bank of Pakistan or Insurance Company.

GCC 7.4— After providing services, the performance security of 5%. The Pay Order, Demand Draft or Bank / Insurance Guarantee against performance security will be released upon completion of the project.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—In regards to the delivery of supplies, feedback will be obtained from the required Place of the delivery of supplies and also the timelines of deliveries if the feedback is negative, SICHN take further action as per terms and condition of contract agreement.

The Technical Evaluation shall be conducted by the members of Procurement Committee (SICHN) or expert/s of relevant field constituted by the Procurement

Committee (SICHN) of the Government of Sindh to undertake verification of documents submitted by bidders.

5. Packing (GCC Clause 9)

GCC 9.2—The bidder shall deliver the supplies at the destination in Good Condition with in a given period of time.

6. Delivery and Documents (GCC Clause 10)

GCC 10—The qualified bidder has to return the original delivery Issue Receipt Voucher from the required destination assigned by SICHN with signed and stamp to SICHN without cutting and overwriting on it, after delivery bidder shall have to maintain record by making copies of every original receipt delivery of transportation goods.

7. Insurance (GCC Clause 11)

GCC 11.1— The services provided 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)

Not Applicable

9. Spare Parts (GCC Clause 14)

Not Applicable

10. Warranty (GCC Clause 15)

Qualified Bidder should have mentioned expiry dates on each pack, wherever applicable of supplied item should have sufficient shelf life utilization, in case of expiry of any item, the supplier shall have to replace the stock thus expired.

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:

Payment shall be made in Pak. Rupees. 100% of the Contract Price as a when good delivered to SICHN Karachi but within Twenty days (20) on submission of invoice.

Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.

12. Prices (GCC Clause 17)

GCC 17.1—Prices submitted by the vendor shall be considered final and will not be subject to any variation at any stage of bidding and/or during services. Costs related to signing of the contract (stamp duty etc.) between SICHN and Company shall be responsibility of the company.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction: 0.1% per day upto 10% of the maximum

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:
Sindh Institute of Child Health and Neonatology (SICHN), Office First Floor, Plot no. 354 & 356 JM, Near People's Secretariat Chowrangi, Jamshed Quarters Karachi.

—Supplier's address for notice purposes:


SICHN, KARACHI

SCHEDULE OF REQUIREMENTS

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

The vendor will quote for the kits / reagents only (cost per test) items like controls, calibrators, other consumable (cuvette / lamps/ tubing / membranes / electrodes) should be included in the kit price.

S no.	Description (Section A)	Delivery Time	Place of Delivery
1	Laboratory on Reagent Rental Basis	24/7 Working days 01 Year (Extendable up to 03 years)	SICHN Azam Basti, Sobhraj and Shaheed Benazirabad

S#	Description	SBA	Azam Basti	Sobhraj	Bid Security Amount (2%)
1	Blood Gas Analyzer	1	-	-	111,490/-
2	Hematology Analyzer	1	-	-	22,712/-
3	Coagulation Analyzer	-	1	1	33,600/- (Each Site)

SPECIFICATION

GENERAL REQUIREMENT OF LABORATORY REAGENT RENTAL BASIS.

1. Those firm who will quote tender against reagent for rental basis or they will install their machine at desired SICHN Sites. The firm will be responsible for transported, installation, repair and maintenance of said machine free of cost. (Undertaking attach that they should install their reagent machine free of cost.
2. Firm will install machine by own risk, in case of damage of machine the Institute will not be responsible.
3. The vender should give pack size of kits in ml and number of tests that can be performed per kit.
4. The supplies will have to be delivered at the premises of SICHN Hospital, at the supplier's risk and cost. Any breaking or shortage of stock will be recovered from the supplier.
5. Manufacturing should have mentioned expiry dates on each pack, wherever applicable of supplied item should have sufficient shelf-life utilization.
6. In case of expiry of any item, the supplier shall have to replace the stock thus expired.
7. If a batch of reagent/items is found sub-standard, adulterated or infected with fungus/bacteria or on presence of a foreign particle seen by the competent authority or by other reason, the same will not be returned to the vendor in any circumstances. Those will be destroyed, and payment will not be made to the supplier. The Supplier will be responsible to provide the fresh stock of standard quality within 30 days against the purchase order's quantity. Otherwise amount equivalent to defective good will be deducted from their bill and action will be initiated against the offending firm.
8. All supplies will comply with the provision of Drugs Act, 1976/DRAPAct,2012OR Relevant Authority as per national and international standards and rules framed there under.
9. An Adaptability for changes in configuration and adjustment for future demand.

10. Contractor will provide the UPS with minimum 2 hours' backup for offered TLA System. Bidder will be responsible for maintenance, parts, batteries and operation of the UPS during the contract period.
11. Contractor will provide the equipment and its accessories and consumables, and filters required for RO WATER SUPPORT as per the requirement of offered instrument system during the contract period.
12. If any bidder not delivering kits/consumables in time, then supplier have to provide an alternate solution with same parameters so that the patient may not suffer and same will go for repair and maintenance.
13. The vendor to provide alternate solution for the tests not available in their menu.
14. The vendor to provide alternate solution for low volume parameters to prevent loss of kits & reagents.
15. All Applicable Taxes will be included in controlled, calibrator, consumables and Kits.
16. Laboratory grade water system & its maintenance to be provided by the bidder where applicable.
17. Bidders must provide the repair and maintenance services at remote cities.
18. Equipment integration with hospital HMIS/LIS and other software upgradation will be complete responsibility of vendor.
19. All relevant Qc's, calibration, controls, consumables and service maintenance should be added in test quoted prices.
20. The bidder shall quote Reportable Test Price (RTP) per test parameter, inclusive all associated costs. The RTP shall be the sole basis of payment during the contract period. The contracting authority reserves the right to verify test counts through instrument logs and laboratory records.
21. The bidder must quote prices of all mandatory (required) parameters, and may additionally quote prices for other relevant parameters which are available on their systems as optional.

TECHNICAL BILL OF QUANTITIES (Reagents Rental Basis)

S#	ITEM DESCRIPTION	QTY.																				
1.	BLOOD GAS ANALYZER	01																				
<p>The estimated workload is 15,000 samples per annum. However, the volume may increase up to 20,000 samples per annum subject to an increase in patient load and hospital requirements. For the purpose of bid evaluation and submission of bid security, bidders shall consider the initial estimated volume of 15,000 samples per annum only. The successful bidder shall ensure that the offered system has the capacity to accommodate any increase in workload during the contract period without compromising performance or turnaround time.</p> <p>Measured parameters: Ph, pco₂, po₂, cna⁺, ck⁺, ccl⁻, cca²⁺, cglucose, clactate, chb.</p> <p>Calculated parameters: Ph(t), pco₂(t), po₂(t), hco₃act, hco₃std, cbe(ecf), c be (b), c bb, c tco₂ (p), c tco₂ (b), so₂ (est), bo₂, p50, p50 (t), p50 (est), po₂/fio₂, po₂ (a), po₂ (a)(t), po₂ (a-a), po₂ (a-a)(t), po₂ (a/a), po₂ (a/a)/(t), ri, ri(t), c to₂ (a), c to₂ (b), c to₂ (v), c to₂ (a-v), hct, ag, ag (k).</p> <p>Measuring ranges</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>pH</td><td>6.000 - 8.000</td></tr> <tr><td>pCO₂</td><td>10.0 - 200.0 Torr</td></tr> <tr><td>pO₂</td><td>5.0 - 760.0 Torr</td></tr> <tr><td>c Na⁺</td><td>50.0 - 200.0 mmol/L</td></tr> <tr><td>c K⁺</td><td>1.00 - 20.00 mmol/L</td></tr> <tr><td>c Cl⁻</td><td>50.0 - 200.0 mmol/L</td></tr> <tr><td>c Ca²⁺</td><td>0.5 - 5.0 mmol/L</td></tr> <tr><td>c Glucose</td><td>20 - 1200 mg/dL</td></tr> <tr><td>c Lactate</td><td>0.4 - 30.0 mmol/L</td></tr> <tr><td>c Hb</td><td>2.0 - 23.0 g/dL</td></tr> </tbody> </table> <p>Sample volume: 40-195 ul Sample type Serum Whole blood Dialysate Heparinized blood Analysis time: 120 seconds or better Calibration: Automatic programmable 1 and 2-point calibration. No need calibration 8,12- and 24-hours' calibration. Glucose & lactate electrode shelf life: one month or more Maintenance free electrodes without membrane, Reagent, waste volume detection: Automatic integrated detection method.</p>			pH	6.000 - 8.000	pCO ₂	10.0 - 200.0 Torr	pO ₂	5.0 - 760.0 Torr	c Na ⁺	50.0 - 200.0 mmol/L	c K ⁺	1.00 - 20.00 mmol/L	c Cl ⁻	50.0 - 200.0 mmol/L	c Ca ²⁺	0.5 - 5.0 mmol/L	c Glucose	20 - 1200 mg/dL	c Lactate	0.4 - 30.0 mmol/L	c Hb	2.0 - 23.0 g/dL
pH	6.000 - 8.000																					
pCO ₂	10.0 - 200.0 Torr																					
pO ₂	5.0 - 760.0 Torr																					
c Na ⁺	50.0 - 200.0 mmol/L																					
c K ⁺	1.00 - 20.00 mmol/L																					
c Cl ⁻	50.0 - 200.0 mmol/L																					
c Ca ²⁺	0.5 - 5.0 mmol/L																					
c Glucose	20 - 1200 mg/dL																					
c Lactate	0.4 - 30.0 mmol/L																					
c Hb	2.0 - 23.0 g/dL																					

S#	ITEM DESCRIPTION	QTY.
2.	HEMATOLOGY ANALYZER	01
<p>The estimated workload is 10,000 samples per annum. However, the volume may increase up to 15,000 samples per annum subject to an increase in patient load and hospital requirements. For the purpose of bid evaluation and submission of bid security, bidders shall consider the initial estimated volume of 10,000 samples per annum only. The successful bidder shall ensure that the offered system has the capacity to accommodate any increase in workload during the contract period without compromising performance or turnaround time.</p> <p>CBC with full differential rates mentioned should be only for the reportable tests. Others like controls, calibrators, consumables, UPS should be included in the test price.</p> <p>FDA or CE or JIS or JQAO approved Brand new instrument Modes CBC CBC diff mode Body fluid including CSF</p> <p>The supplier should provide option of detecting Malarial Parasite Reticulocyte's count (Optional) Low aspiration for Pead's Stat mode Throughput more than 60 samples per hour or better. Data storage up to 100,000 samples. LIS connectivity. Qc with LJ Barcode operated Integration with LIS Analytical measuring range wide Up time 90% and above Flagging / indication for NRBC, MP, immature, abnormal and blast cells, platelets clumps, fragmented RBCs.</p>		

S#	ITEM DESCRIPTION	QTY.
3.	COAGULATION ANALYSER	02
<p>The estimated workload is APTT 3,000 samples per annum. However, the volume may increase up to APTT 5,000 samples per annum subject to an increase in patient load and hospital requirements. For the purpose of bid evaluation and submission of bid security, bidders shall consider the initial estimated volume of APTT 3,000 samples per annum only. The successful bidder shall ensure that the offered system has the capacity to accommodate any increase in workload during the contract period without compromising performance or turnaround time.</p>		
<p>The estimated workload is PT 3,000 samples per annum. However, the volume may increase up to PT 5,000 samples per annum subject to an increase in patient load and hospital requirements. For the purpose of bid evaluation and submission of bid security, bidders shall consider the initial estimated volume of PT 3,000 samples per annum only. The successful bidder shall ensure that the offered system has the capacity to accommodate any increase in workload during the contract period without compromising performance or turnaround time.</p>		
<p>Mandatory specifications: FDA or CE or JIS or JQAO approved Brand new instrument PT, APTT, d-dimer. Type: Semi-Automated Method / principle: Light scattering / viscosity-based detection system (vbds) or chromogenic or turbid metric test Data storage capacity maximum > 500 samples Quality control data l-j charts Calibration curves Maximum analysis time (range) PT180 sec, APTT 180 sec Power supply: voltage: 100 to 240 v - frequency: 50 to 60 hz – max power: 65 w. Integration with LIS & barcode</p>		

Sample Forms

1. BID FORM.....23
2. PRICE SCHEDULE FORM25
3. CONTRACT FORM26
4. PERFORMANCE SECURITY FORM27
5. INTEGRITY PACT FORM29

Annexure -A**Bid Form**

Date: _____

IFB# _____

To: *[name and address of Procuring agency]*

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")



SICHN, KARACHI

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

Dated this _____ day of _____ 26_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule (Form) - (Reagent Rental Basis)

Name of Bidder _____ . IFB Number _____. Page . of ____.

Financial Proposal of numbers of tests will be submitted as per mentioned below format, if any bidder fails to provide on same format will be considered as rejected.

Name Of Test	Per Test Cost	Rate Of test Per Annum	Support Chemicals Buffers, Wash Buffers, Pre-Wash, Consumables, Control, Calibrator, Reagent / Tips, Consumables & Other Chemical to be included in test cost	Rate Of Test Per Annum Including Support Chemicals	Rate Of Test Per Annum Including Support Chemicals and GST
A	B	C	D	C+D=E	F

Note: Support Chemical price should be included in kit price.

The bid evaluation will be considered on the basis of lowest in Hematology 5 parts Diff, Coagulation Analyzer, ESR Unit, fully automated Biochemistry Analyzer, Fully Automated Immunoassays Analyzer, Blood Gases and Automated Urine Analyser and other Equipment mentioned above in Schedule of Requirement on reagent rental basis.

Signature of Bidder: _____

Stamped: _____

Complete Address: _____

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

D. 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 _____ 26 _____ 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 _____ 26 _____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

**E. INTEGRITY PACT
FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
AS PER SPPRA AMENDMENT OF 2019, RULE 89
CONTRACTS WORTH RS. 0.1 MILLION OR MORE**

Annexure -F

Contract No:
Contract Value:
Contract Title:

Dated:

Name of Supplier/Contactor/Consultant Here by declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, **Name of Supplier/Contactor/Consultant** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

Name of Supplier/Contactor/Consultant certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Name of Supplier/Contactor/Consultant accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, **Name of Supplier/Contactor/Consultant** agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer:

Name of Seller/Supplier

Signature:

Signature.....





GOVERNMENT OF SINDH

SINDH INSTITUTE OF CHILD HEALTH & NEONATOLOGY (SICHN)



No-SICHN/GoS/Constitution of PC/Lab/2025-26/15

Date: 28-07-2025

NOTIFICATION

In partial modification of this office Notification No-SICHN/Re-Constitution of Committee/2023-24/15 dated: 10.11.2023 the procurement committee has been modified for the procurement of laboratory reagents, consumables, equipment and other laboratory related services with the approval of Executive Director – SICHN. The composition of Procurement committee is as under:

- | | |
|---|----------|
| 1. Dr. Afzal Saeed, Director Laboratory, SICHN, Karachi | Chairman |
| 2. Mr. Jalaluddin Akber, Prof at Baqai Medical University/Member of BoD | Member |
| 3. Mr. Zulfiqar Ali Dars, Section Officer, Health Department, GoS | Member |

ToRs of the Committee are as under:

The TORS / Functions / Responsibilities of the procurement Committee in accordance with Rule-8 Of SPP Rules 2010 (Amended 2019) Shall be as under:

- I. Preparing bidding documents.
- II. Making recommendations for the award contract to the competent Authority.
- III. Perform any other function ancillary and incidental to above.

(Prof. Syed Jamal Raza)
Executive Director-SICHN, Karachi

Copy forwarded for information to:

1. The P.S to the Chairperson, Board of Directors, SICHN, Karachi
2. The P.S to the Secretary, Health Department, Government of Sindh
3. All Concerned Member
4. Office File.

Prof. SYED JAMAL RAZA
Executive Director
Sindh Institute of Child
Health & Neonatology
Karachi.

(Prof. Syed Jamal Raza)
Executive Director-SICHN, Karachi



GOVERNMENT OF SINDH
SINDH INSTITUTE OF CHILD HEALTH & NEONATOLOGY (SICHN)



No-SICHN/Re-Constitution of Committee/CRC/2023-24/63

Date: 16-04-2024

NOTIFICATION

In Subservience to the Complaint Redressal Committee of this office Notification No-SICHN/Constitution of Committees/2021-22/05 dated: 01.11.2021 the Complaint Redressal Committee is hereby re-constituted in order to address the complaints of bidder as per SPPRA Rules:

- | | |
|--|----------|
| 1. Prof. Syed Jamal Raza, Executive Director, SICHN, Karachi | Chairman |
| 2. Mr. Aftab Ahmed Junejo, Accounts Officer, A.G Sindh, Karachi | Member |
| ✓ 3. Prof. Khemchand N Moorani, General Secretary, NICH Trust, Karachi | Member |

The TORS / Functions / Responsibilities of the Complaint Redressal Committee in accordance with Rule-31 of SPP Rules 2010 (Amended 2019).

(Prof. Syed Jamal Raza)
Prof. SYED JAMAL RAZA
Executive Director
Sindh Institute of Child
Health & Neonatology
Karachi.

Copy forwarded for information to:

1. The P.S to the Chairperson, Board of Directors, SICHN, Karachi
2. The P.S to the Secretary, Health Department, Government of Sindh
3. All Concerned Member
4. Office File.

(Prof. Syed Jamal Raza)
Executive Director-SICHN, Karachi

Prof. SYED JAMAL RAZA
Executive Director
Sindh Institute of Child
Health & Neonatology
Karachi.