

# **SINDH INSTITUTE OF UROLOGY AND TRANSPLANTATION (SIUT) KARACHI, SINDH**

## **“REPLACEMENT OF LITHOTRIPTER SYSTEM WITH NEW ONE AT MEHRUNNISA MEDICAL CENTER KORANGI, KARACHI”**

**TENDER NO.522**

**DUE ON 23.05.2025 AT 03:00 PM**

**Single Stage - Two Envelope Bidding Procedure**

### **IMPORTANT DATES**

Issuance of Tender Documents	07.05.2025 to 22.05.2025
Submission of Tender	23.05.2025 at 03:00pm
Opening of Tender	23.05.2025 at 03:30pm

**TENDER NOTICE**  
**(INVITATION FOR BIDS)**

- 1) Sealed bids are invited from eligible bidders for **“REPLACEMENT OF LITHOTRIPTER SYSTEM WITH NEW ONE AT MEHRUNNISA MEDICAL CENTER KORANGI, KARACHI”** SIUT, Karachi, Sindh invites bids on DDP / C&F basis from Bidders registered with FBR for Income Tax, Sales Tax and with SRB for Provincial Sales Tax (if applicable) and active on FBR “Active Taxpayers List” as required by Sindh Public Procurement Rules, 2010 (SPP Rules, 2010).

Tender No.	<b>522</b>
Name of Bid	<b>“REPLACEMENT OF LITHOTRIPTER SYSTEM WITH NEW ONE AT MEHRUNNISA MEDICAL CENTER KORANGI, KARACHI”</b>
Bidding Procedure	Single Stage Two Envelope (Technical & Financial)
Bid Security	1% of the total bid value
Bid Validity	90 days
Tender Fee	Rs 3,000/- (non-refundable)
Issuance of Tender Documents	<b>07.05.2025 to 22.05.2025</b>
Submission of Tender	<b>23.05.2025 at 03:00pm</b>
Opening of Tender	<b>23.05.2025 at 03:30pm</b>

- 2) Tender is open in front of the all Suppliers/Manufacturers/Authorized representative/Distributors.
- 3) Complete set of tender documents containing Schedule of Requirements, Technical Specification with Terms & Conditions can be purchased with a non-refundable fee of Rs. 3,000/- from the office of the Director SIUT, Ground Floor DFMC, Section CRS, Karachi during **2:00pm to 4:00 pm** on working days from **07.05.2025 to 22.05.2025**.
- 4) All required certificates / documents along with GST / NTN Certificate, Professional Tax Certificate etc. must be attached along with Technical information.
- 5) Bid shall include all applicable duties, taxes, levies and contribution imposed by Federal and Provincial Government or other body etc.
- 6) The bidder must enclose an affidavit on stamp paper of Rs. 100/- that the bidder has not been blacklisted from any Government Department. If at any stage bidder found blacklisted the bid shall be rejected.
- 7) Procurement agency may reject all or any Bid subject to the relevant provision of (SPP Rules, 2010) all terms & condition of SPP Rules, 2010 shall be applicable.
- 8) Deduction in the bills will be done as per government rules.
- 9) Bid Security @ 1% of the total bid value of quoted items must be paid by the bidder in shape of pay order / demand draft / Bank Guarantee in favor of Director of SIUT Karachi (original instrument should be attached with financial Bid).
- 10) In case of discrepancies between the Tender Notice and the Tender Documents, the Tender Documents shall take precedence.
- 11) Bids must be submitted at 5<sup>th</sup> Floor, DFMC at Pre-Function Area up to **3:00 p.m. on May 23, 2025(Friday)**. All bids must be accompanied by a bid security / earnest Money @ 1% of the total

bid cost in shape of Pay Order/Demand Draft/ Bank Guarantee. Bids will be opened in the presence of the bidder's authorized representatives who choose to attend at the above address at **3:30 pm**. late bids will be rejected.

- 12) In case of announcement of public holiday or any un-favorable circumstances, the bids shall be submitted and opened as per given schedule on the next working day.
- 13) Queries can be addressed at the following numbers or in person during office hours.

Tel: 021-99216977

Tel: 021-99215718/52

- sd -

**OFFICE OF THE DIRECTOR  
OF SIUT, KARACHI, SINDH**

## INSTRUCTIONS TO BIDDERS (ITB)

- 1) This Invitation for Bids is open to all Suppliers/Manufacturers/Authorized representative / Distributors and in case of imported goods, their Sole Agents / Importer in Pakistan, for **“REPLACEMENT OF LITHOTRIPTER SYSTEM WITH NEW ONE AT MEHRUNNISA MEDICAL CENTER KORANGI, KARACHI”** The importers must possess a valid authorization from the Foreign Principal / Manufacturer and goods sale license issued by the competent authority in Pakistan and in case of manufacturer they should have a documentary proof of valid goods manufacturing license. All national firms duly registered with relevant tax and other authorities as required under the Federal and/or Sindh Government’s laws, statutes, rules and relevant instructions (consistent with Sindh Public Procurement Rules (SPP Rules, 2010), and instructions contained in this document.)
- 2) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued in accordance with Rule 2 (q) of Public Procurement Rules 2010 and or blacklisted by any other procuring agency in the country.
- 3) The list of goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
  - a) Instructions to Bidders (ITB)
  - b) General Conditions of Contract (GCC)
  - c) Special Conditions of Contract (SCC)
  - d) Bid Data Sheet
  - e) Schedule of Requirements, Delivery & Price.
  - f) Specifications
  - g) Bid Form
  - h) Bid Security Form
  - i) Form of Bank Guarantee
  - j) Contract Form
  - k) Performance Security Form
  - l) Undertaking and Certificate
  - m) All Documents in “Documents’ Checklist”
  - n) Bid Evaluation Criteria
  - o) Any other document deemed necessary by procuring agency
- 4) Price should be quoted in figures & in printed form only.
- 5) The bid prepared by the Bidder must comprise all the required documents mentioned in **“Documents’ Check-list [Form K]”** and **“Bid Evaluation Criteria [Form J]”**. **The Bid must also include soft copies as mentioned in “Documents’ Checklist” [Form K]; otherwise Bid will be ignored.**
- 6) The prices quoted by the Bidders shall be fixed during the performance of the contract and shall not be subject to variation on any account. A bid submitted with an adjustable price or conditional will be treated as non-responsive and rejected.
- 7) The Bidder shall prepare bid comprising one single envelope containing two separate envelopes for financial proposal and technical proposal in original. The envelope shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion. The financial and technical bids, each shall be consisting of the specified documents.

**In Technical Proposal**, the bidder must provide the original data sheet and Technical brochure, Income Tax NTN Certificate, Sales Tax Certificate, Agency certificate and other documents

wherever applicable as mentioned in this tender in “Documents’ checklist” and “Bid Evaluation Criteria”; otherwise the bid will be ignored. **Soft copy of Technical Bid/Proposal is mandatory and must be given in separate USB mandatorily on the format given.**

**In Financial Proposal**, the bidder should provide all financial information along with bid security/earnest money at the rate of 1% of the quoted value. A photocopy of the same should be attached with Technical Proposal but its value must not be disclosed and this can be achieved by placing a piece of paper on the place where amount is mentioned. **Soft copy of Financial Bid/Proposal is mandatory and must be given in separate USB mandatorily on the format given.**

- 8) Bidders shall quote rates on Delivered Duty Paid, and/or CFR/C&F.
- 9) In case Purchase order is issued for imports, the supplier / beneficiary will be entitled / eligible to claim payment of the purchase order amount upon submission of shipping documents.
- 10) In case of imports, following charges will be borne by the beneficiary (Supplier).
  - All charges outside Pakistan.
  - Confirmation Charges.
  - Amendment charges after establishing L/C.
  - Demurrage charges if shipment documents submitted late by supplier.
- 11) In case of Purchase order issued on DDP basis, the suppliers will be entitled / eligible to claim payment of the purchase order amount after delivery of goods by submission of original delivery challan, other related documents and inspection note.
- 12) All the applicable Federal and Provincial Government taxes on the value of the contract amount will be deducted from the bills of the Suppliers.
- 13) Successful Bidders shall have to pay Stamp duty @ 25 paisas per hundred rupees of the contract and affix the same on the Purchase Order/Contract Agreement. The Stamp (Sindh Amendment) Ordinance No: XVIII of 2002 refers). Fee for award of contracts: The service charges at the rate of 0.25% will be paid by the contractor on the amount of contract awarded as required under rule 83-A (1) of the Sindh Purchase Manual 1991.
- 14) The Procuring Agency will initially open only the envelopes marked “Technical Proposal” in the presence of Bidders or their representatives who chose to be present at the time of bid opening date, time and place specified in the tender documents. The Bidder or their representative who are present shall sign the attendance sheet. The envelope marked with “Financial Proposal” shall be retained in the custody of Procuring Agency without being opened till the completion of the Technical Evaluation.
- 15) A photocopy of Bid Security not specifying amount must be attached in technical proposal.
- 16) Bid evaluation will be performed by Technical Committee on the basis of Technical information submitted by the Bidder and verified from samples provided with the Bid. Product that comply with the advertised specifications and fulfill the requirement as per labelling will be considered for evaluation. Financial bids of technical qualified firms will be opened afterwards.
- 17) An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid; Provided further that any clarification in response to a query by any bidder shall be communicated to all parties who have obtained bidding documents without disclosing the name of bidder who has raised the query.

- 18) At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.
- 19) The bidder is required to offer competitive price. All prices must not include the General Sales Tax (GST) as Procuring Agency is exempt for Sales Tax under Sales Tax Act, 1990 whereas other taxes and duties should be included where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
- 20) Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bid.
- 21) While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services or any other reason whatsoever, shall be entertained.
- 22) Pursuant to Rule 89 of (SPP Rules, 2010), the bidder shall sign an Integrity Pact in accordance with prescribed format attached hereto.
- 23) All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 24) The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.
- 25) Incomplete, inaccurate, conditional and late bids shall not be accepted.
- 26) Bids shall be submitted either by the manufacturer or its sole agent, if submitted by the manufacturer itself then bid of authorized sole agent will be rejected. No sublet will be allowed.
- 27) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.
- 28) 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 award of contract under the relevant provisions of SPP Rules, 2010, 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.
- 29) The Procuring Agency reserves the right to increase/decrease or delete the quantities of goods etc. at the time of award of contract and also reserves the right to increase/ decrease the quantity of goods and services originally specified in the contract without any change in unit price or other terms and conditions of goods at any time during the contract period as per SPP Rules, 2010
- 30) Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder through Advance acceptance. This will constitute the formation of the contract. Within seven (07) days after receipt of the Advance acceptance, the successful

Bidder shall furnish the performance security @ 5% of the contracted amount in the form of Demand Draft/Pay Order/ Bank Guarantee and sign the contract agreement. In case of any full/partial breach of the successful bidder the security will be utilized as per SPP Rules, 2010

- 31) Bid validity can be extended as per SPP Rules, 2010.
- 32) No bidder shall be allowed to alter or modify his bid after the bids have been opened. However the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
- 33) Distributor once nominated by the manufacturer will be for the whole contract period and manufacturer cannot change its distributor during the year in any case. In exceptional cases the tendering authority may approve changes.
- 34) The manufacturer should provide an undertaking that if his authorized / distributor / agent fails to carry out any assignment in total or in part, manufacturer will be responsible to carry out the same.
- 35) The Procuring Agency, without prejudice to any other remedy for breach of contract by written notice of default sent to the supplier, may terminate the contract in whole or in part and can take action under rule 35 of (SPP Rules, 2010)
  - (a) If the supplier fails to deliver any or all of the contracted items within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency.
  - (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.
- 36) Any queries regarding this tender should be sent to the [purchase@siut.org](mailto:purchase@siut.org). Please mention **“REPLACEMENT OF LITHOTRIPTER SYSTEM WITH NEW ONE AT MEHRUNNISA MEDICAL CENTER KORANGI, KARACHI”**.

## 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 Goods, 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
  - i. Any department or office of Government; or
  - ii. District Government; or
  - iii. Any authority, corporation, body or organization established by law or which is owned or controlled by the Government
- (h) **“The Supplier”** means the individual or firm supplying the Goods and Services under this Contract.
- (i) **“SPP Rules, 2010”** means the Sindh Public Procurement Rules, 2010 (Amended 2019).
- (j) **“Day”** means calendar day.

### 2. Standards

The Goods & Equipment 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.

### 3. Patent Rights

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



- 4. Performance Security**
- 4.1 Within seven (07) days, or any other duration as specified in SCC, of receipt of the notification of Contract Award, the successful Bidder shall furnish to the Procuring Agency the Performance Security in the amount specified in SCC.
- 4.2 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.
- 4.3 The performance security shall be denominated in the Pak Rupees and shall be an unconditional Bank Guarantee, Pay Order, Call Deposit as, provided in the bidding documents or another form acceptable to the Procuring Agency;
- 4.4 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.
- 5 Inspections and Tests**
- 5.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the Equipment to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Equipment fail to conform to the Specifications, the Procuring Agency may reject the Equipment, and the Supplier shall either replace the rejected Equipment or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- 5.4 The Procuring Agency's right to inspect, test and, where necessary, reject the Equipment after the Equipment' arrival shall in no way be limited or waived by reason of the Equipment having previously been inspected, tested, and passed by the Manufacturer.
- 5.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 6. Packing**
- The Supplier shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
- 7. Delivery and Documents**
- Delivery of the Equipment shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping / transportation and/or other documents to be furnished by the Supplier are specified in SCC.

- 8. Insurance**                      The Equipment supplied under the Contract shall be delivered consignee's end under which risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility.
- 9 Transportation**                      The Supplier is required under the Contact to transport the Equipment to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
- 10 Incidental Services**                      10.1 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 Equipment;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Equipment.
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Equipment;
  - (d) Performance or supervision or maintenance and/or repair of the supplied Equipment, 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.
- 11. Spare Parts**                      11.1 The Supplier should provide any or all of the 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.

- 12. Warranty**
- 12.1 The Supplier warrants that the Equipment supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Equipment 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 Equipment in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid as per BOQ (03 Years with parts and service wherever applicable) after the Equipment, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 12.3 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
- 13. Payment**
- 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 13.2 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 upon fulfillment of other obligations stipulated in the Contract.
- 13.3 Payments shall be made promptly by the Procuring Agency, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier.
- 13.4 The currency of payment is Pak. Rupees or on basis of F.O.R/CFR.
- 14. Prices**
- Prices charged by the Supplier for Equipment delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.
- 15. Contract Amendments**
- No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 16. Delays in the Supplier's Performance**
- 16.1 Delivery of the Equipment 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.
- 16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Equipment 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.
- 16.3 Except as provided under GCC Clause 17 a delay by the Supplier in the

performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

- 17. Liquidated Damages**
- Subject to GCC Clause 20, if the Supplier fails to deliver any or all of the Equipment 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 Equipment 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 18.
- 18. Termination for Default**
- 18.1 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 equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 16; 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.
- 19. Force Majeure**
- 19.1 Notwithstanding the provisions of GCC Clauses 16, 17 and 18, 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.
- 19.2 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.
- 19.3 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.
- 20. Resolution of Disputes**
- Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act, 1940.
- 21. Governing Language**
- The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 22. Applicable Law**
- The Contract shall be interpreted in accordance with the applicable laws of Pakistan and SPP Rules, 2010, (Amended 2019).

**23. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Equipment to the Procuring agency.

**24. Overriding effect of Sindh Public Procurement Rules, 2010 (Amended 2019)**

In case of conflict or primacy of interpretation the provisions of SPP Rules, 2010 (Amended 2019) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents.

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

The Procuring Agency is: Director, Sindh Institute of Urology & Transplantation (SIUT), Karachi.

### **2. Consignee (GCC – Clause 1)**

The consignee is: Sindh Institute of Urology & Transplantation (SIUT), Karachi.

### **3. Goods (GCC – Clause 1)**

**“REPLACEMENT OF LITHOTRIPTER SYSTEM WITH NEW ONE AT MEHRUNNISA MEDICAL CENTER KORANGI, KARACHI”.**

### **4. Performance Security (GCC Clause 8)**

The amount of performance security, as a percentage of the Contract Price, shall be: 5% in the form of Pay order / Demand Draft / Bank Guarantee from any scheduled Bank of Pakistan.

### **5. Inspections and Tests (GCC – Clause 11)**

Representative of Procuring Agency or his nominee shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

### **6. Packing (GCC – Clause 13)**

In addition to the General Condition of the Contract, items supply shall be made with a stamp “For SIUT only” on the packing of the Disposable items.

### **7. Delivery and Documents (GCC Clause 14)**

Supplier shall supply the good within 7-15 days of Purchase Order and shall submit the following.

- a) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- b) Packing List identifying the contents of Supply;
- c) Delivery note & Shipping Documents.
- d) Warranty and guarantee certificate;
- e) Undertaking & GD (if applicable)

### **8. Warranty (GCC – Clause 18)**

The equipment shall bear 5 years comprehensive warranty with parts and services. Procuring Agency at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period.

### **9. Payment (GCC – 19)**

Payment for the supply of items will be made after deductions of all applicable taxes, duties, Levies & charges within 30 days from the submission of complete documents for delivery of items.

### **10. Liquidated Damages (GCC-25)**

If the Supplier fails to deliver the goods or perform the services within the time 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 0.07 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Procuring Agency may consider termination of the contract.

**11. Resolution of Disputes (GCC – 30)**

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

**12. Applicable Law (GCC – 32)**

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

**13. Taxes & Duties (GCC – 34)**

Prices should include all taxes and duties of federal and provincial government except sales tax on goods items as SIUT in exempt as per clause 52A of Sixth schedule to Sales Tax Act, 1990.

## BID DATA SHEET

The following specific data for “**REPLACEMENT OF LITHOTRIPTER SYSTEM WITH NEW ONE AT MEHRUNNISA MEDICAL CENTER KORANGI, KARACHI**” 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	
1	<b>Name of Procuring Agency:</b> Director Sindh Institute of Urology and Transplantation, Karachi. Telephone No 99216967 & 99216977
2	<b>Name of Contract.</b> “REPLACEMENT OF LITHOTRIPTER SYSTEM WITH NEW ONE AT MEHRUNNISA MEDICAL CENTER KORANGI, KARACHI”.
Bid Price and Currency	
3	<ul style="list-style-type: none"> <li>For the Goods offered within the Procuring Agency’s Country: the price quoted shall be on delivered duty paid (DDP) Basis at Consignee’s End.</li> <li>For the Goods offered from Outside the Procuring Agency’s Country: the price quoted shall be on CFR / C&amp;F Karachi Basis.</li> <li>For the Goods offered within the Procuring Agency’s Country: the price quoted shall be in Pak Rupees.</li> <li>For the Goods offered from Outside the Procuring Agency’s Country: the price quoted shall be in Foreign Currency.</li> </ul>
Preparation and Submission of Bids	
4	<p><b>Selection Criteria / Responsiveness Criteria:</b></p> <ol style="list-style-type: none"> <li>The Bidder should not have been barred by any of Provincial or Federal Govt. Deptt., Agency, Organization or autonomous body or Private sector organization anywhere in Pakistan. (Submission of undertaking on 100/- legal stamp paper).</li> <li>Income Tax Certificate (NTN), valid GST Registration Certificate and the firm must be active tax payer.</li> <li>FDA/CE or any other Quality Certificate must be attached with profile.</li> <li>The Equipment should be brand new and un-used and Proposed Equipment must have manufacturer’s warranty.</li> <li>The Financial bid will be opened of those Bidders who will be qualified in Technical evaluation.</li> <li>The Bidder must have local presence in Karachi in order to provide timely support services.</li> <li>Tender Document duly signed and stamped each page by the Bidder along with complete company profile must be attached with Technical Bid.</li> <li>The SIUT reserve the right to reject any Bid if any one of the above-mentioned Criteria is not fulfilled.</li> <li>Bidder must comply with the requirement of Bid Evaluation Criteria Form [J] and Documents’ checklist Form [K] for submission of Bid.</li> </ol> <p><b>Notes:</b> Bidder must provide necessary supporting documents as proof in respect of the selection criteria mentioned above. Please refer “Instructions to Bidders” Section for further details.</p>
5	<b>Amount of bid security.</b> 1% of Bid amount in shape of Pay Order / Bank Guarantee / Call Deposit.
6	<b>Bid validity period.</b> The period of bid validity shall be 90 days after the deadline of submission of Bids.
7	Clarification may be requested not later than <b>05 days</b> before the submission date for <b>Clarification of bid purposes</b> only, the Procuring Agency’s address is: The (Procurement Officer) Procurement Department SIUT, Karachi.
8	<b>Number of copies.</b> One Original plus Soft Copy is Mandatory.
9	<b>Amount of Performance Security</b> will be @ 5% of the Bidding amount for the whole agreement period (till expiry of warranty) in the form of Demand Draft/Pay Order/Bank Guarantee from AAA rated scheduled Bank.
10	Stamp Duty shall be affixed on contract @ 0.25% or as applicable of value of supply as per Stamp Duty Act 1899.



11	<b>Bid Evaluation:</b> Lowest Evaluated Bid
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# FORMS

[FORM: A]

**BID**

Tender No. \_\_\_\_\_

Date: \_\_\_\_\_

**To**

**Office of the Director  
SIUT, Karachi,  
Sindh**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Equipment, goods and / or specified in 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 requirements of this tender and purchase order.

If our Bid is accepted, we will submit Pay Order / Bank Draft / Call Deposit or obtain the guarantee of a bank in a sum equivalent to 5% 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 90 days or such extended period as agreed from the date fixed for Bid opening as per Tender Notice, 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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of  
\_\_\_\_\_

**Note:** This document should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder. It should be enclosed inside the **Financial Proposal** by the Bidder.

**BID SECURITY / EARNEST MONEY**

Please attach a copy of earnest money Pay Order / Bank Draft / Call Deposit on below space.

1). Bid Amount

In Figures	
In Words	

2). Earnest Money / Bid Security 1%

In Figures	
In Words	

**Note: Total Amount of Bid for the calculation of Earnest Money / Bid Security Should also be accounted for C&F at the rate of exchange seven working days before the date of opening of Bid.**

**Detailed working must be submitted in price schedule.**

**BID SECURITY**  
**(In case of Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Amount (PKR) \_\_\_\_\_

Date of Issue \_\_\_\_\_

Date of Expiry \_\_\_\_\_

Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name of Principal (Bidder) with address: \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound into the **Sindh Institute of Urology and Transplantation**, (hereinafter called The Procuring Agency) in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_  
(Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the contract of his Bid Price, pursuant to Clause 24 of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Clause 24 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Clause 24 of Instructions to Bidders, the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within seven (07) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non- withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

**Undertaking**

WHEREAS [Bidder Name] hereby undertake against the Tender No. \_\_\_\_\_ to abide by the following clauses.

- a) Whether our tender accepted for total, partial or enhanced quantity for all or any single item. I/We also agree to supply and accept the said item(s) at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
- b) We understand and confirm the refund of cost difference if the same equipment is/was supplied at lower rates to any other Govt./Semi Govt. or other institution in the province in the same fiscal year.
- c) If any of the information submitted in this tender is found incorrect, our contract may be cancelled at any stage on our cost and risk.

\_\_\_\_\_  
[Signature for and on behalf of Bidder]

\_\_\_\_\_  
[Date]

**Note:** This undertaking should be on a stamp paper of Rs. 100/- arranged by the Bidder. It should be enclosed inside the Technical Proposal by the Bidder.

Certificate

To  
Office of the Director  
SIUT, Karachi,  
Sindh

WHEREAS [Bidder Name] hereby certify against the Tender No. \_\_\_\_\_ to abide by the following clauses.

- a) We guarantee to supply the equipment, stores and / or services in accordance with the requirement specified in the tender documents.
- b) We guarantee that the supplied medical equipment/machinery is the original and brand new product.
- c) Our firm is not black listed by any organization / Government Department.

Authorized Sign & Stamp

[Bidder Name]

**Note:** This certificate should be on the stamp paper of Rs. 100 and should be signed by a person competent and having the power of attorney to bind the Bidder. It should be enclosed inside the Technical Proposal by the Bidder.



**ON STAMP PAPER**

**[FORM: E]  
CONTRACT**

Applicable Stamp Duty  
should be paid either by  
Stamp Paper or through  
adhesive Stamps.

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

**Procuring Agency**

**Supplier**

\_\_\_\_\_  
Authorized Signature & Official Stamp

\_\_\_\_\_  
Authorized Signature & Official Stamp

\_\_\_\_\_  
Procuring Agency Name

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact No.

\_\_\_\_\_  
Contact No

## PERFORMANCE SECURITY

Option 1 = Pay Order /Bank Draft / Call Deposit

Option 2 = Bank Guarantee

[FORM: F]

### BANK GAURANTEE

To:

Office of the Director  
SIUT, Karachi,  
Sindh

Guarantee No. \_\_\_\_\_

Amount (PKR) \_\_\_\_\_

Date of Issue \_\_\_\_\_

Date of Expiry \_\_\_\_\_

Whereas **[Name of Bidder]** (hereinafter called "The Supplier") has undertaken, in pursuance of Contract No. **[Number]** dated **[date]** to supply **[description of Equipment]** (hereinafter called "the Contract").

And whereas it has been stipulated in the said Contract that the Supplier shall furnish to the Procuring Agency with a scheduled bank for the sum of 5% of the total Contract amount as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

Therefore, we hereby unconditionally and irrevocably guarantee, 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 requiring the Procuring Agency to initiate action against the Bidder and without cavil or argument any sum or sums within the limits of **[Amount of Guarantee]** as aforesaid. The amount stated in the demand made under this guarantee shall be conclusive proof of the amount payable by the Guarantor under this guarantee.

The obligations of the Guarantor under this guarantee shall be valid for **[Period]** after the completion of delivery of supplies by the Bidder to the Procuring Agency of the full quantity of the goods for which this Guarantee is being given, and until all and any obligations and sums due have been paid in full.

Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
(Name, Title & Address)

Corporate Guarantor (Seal)

## SINDH INSTITUTE OF UROLOGY AND TRANSPLANTATION (SIUT)

## Vendor Information Form

<b>Company Name:</b>				
N.T.N #				
Contact Person Name		Tel No.		Cell #
Designation		Email		

<b>Entity Type</b>				
1. Private <input type="checkbox"/>	2. Public <input type="checkbox"/>	3. NGO <input type="checkbox"/>	4. Sole Proprietor <input type="checkbox"/>	5. Partnership <input type="checkbox"/>

<b>Type of Business</b>				
1. International Manufacturer <input type="checkbox"/>	2. Domestic Manufacturer <input type="checkbox"/>	3. Importer <input type="checkbox"/>	4. Distributor <input type="checkbox"/>	5. Supplier <input type="checkbox"/>

<b>Details of Owners / Management</b>				
Name	Designation	Dir Tel No.	Email	CNIC No.

<b>Principle Product and Services</b>		
1)	3)	5)
2)	4)	6)

<b>Registered Office</b>			
Address:			
State / Province		District	
City		Country	
Tel (Office)		Cell No.	
Fax		Email	
Website (URL)		Zip Code	

<b>Work Office</b>			
Address:			
State / Province		District	
City		Country	
Tel (Office)		Cell No.	
Fax		Email	
Website (URL)		Zip Code	

Please specify below the names & designations of the employees of SIUT to whom Owner/CEO/Management of your firm has relationship.

S. No	Name	Designation	Relationship
1			
2			
3			

If no data is filled in the above table and subsequently any information contrary to above facts will come in notice of SIUT then, in addition to other action, SIUT may terminate Purchase Contract at the cost of Supplier.  
All information given above are true and correct.

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Stamp of the Company

Copies to be attached: -

- a) CNIC of Owners/Top Management
- b) CNIC of Company Representative

**[FORM: J]**  
**BID EVALUATION CRITERIA**

Please fill out the “Mandatory Section” here and submit the “Marking Section” in the “Technical Schedule (Form-G”).

S. No	Info Required	MANDATORY SECTION	Page No.
1	Technical	Registration with Income Tax – NTN ( Attach Certificate)	
2	Technical	FBR – Active Tax Payer Status: (a) Income Tax (b) Sales Tax & (c) SRB status, wherever services are applicable.	
3	Technical	a) General Sales Tax Registration for goods b) Sindh Sales Tax (if applicable) registration with Sindh Revenue Board (Attached Certificate)	
4	Technical	Professional Tax Certificate – Attach evidence	
5	Technical	Copy of the Pay order / Bank Draft of Bid security / Earnest money should be attached without showing the amount along with technical bid documents <b>(Original bid security should be attached with financial proposal)</b>	
6	Technical	Compliance of Terms & Conditions / Instructions in the Bidding Documents (Must submit the entire BIDDING DOCUMENTS, duly signed & stamped on each page with Technical Proposal)	
7	Technical	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any institute of Federal, Provincial Government or any Organization anywhere in Pakistan (Certificate should be attached as sample FORM 'D')	
8	Technical	Company's detailed profile.	

S. No	Info Required	PRODUCT BIDDER / MANUFACTURER SECTION	Max Points
1	Technical	<b>Conformity to the Technical Specifications</b> a) Offered item / sample fully compliant with the required Specifications Points = 40 b) Offered item / Sample compliant with minor deviation ≤ 10% from the required specifications and quality Points = 25 c) Major deviation(s) from Tender Specification or substandard Sample Points = 0	40
2	Technical	Original Brochure or Catalogue (Attach evidence)	2
3	Technical	Accredited by WHO, US-FDA, EMA, MHRA, TGA, PMDA, Swiss Medic or Health Canada or by the SRA's (Attach relevant documents duly attested by senior executive)	6
4	Technical	Valid licence of establishment / Manufacturer by DRAP (attach evidence)	3
5	Technical	Goods Storage Practices (GSP) Certificate.(Attach evidence)	2
6	Technical	Valid Agency/Distribution certificate from the Manufacturer – Attach evidence (where applicable)	2
7	Technical	Current Good Manufacturing Practice (CGMP) certificate.(Attach evidence)	3
8	Technical	"Past Performance of the Bidder. The firm will attach purchase orders along with relevant delivery challan of any Government/Semi Government/Teaching Hospitals A- No of Hospitals (Attach evidence) (i) 1 = points 3, (ii) 2-4 = points 5, (iii) 5 or more = points 8."	8
9	Technical	"B- Market Business Experience No of Years (Attach evidence) (i) 1 year = Points 3 (ii) 2-4 years = Points 5 (iii) 5 or more years = points 8. "	8
10	Technical	SECP Incorporation Certificate (Attach evidence)	2

11	Technical	Valid permit for import by DRAP (Attach evidence)	3
12	Technical	Enlistment / Registration with DRAP (Attach evidence)	3
13	Technical	Bidder's Website	2
14	Technical	ISO certificate 9001 (Attach evidence)	2
15	Technical	Bank Certificate (Attach evidence)	2
16	Technical	Bank statement of Last year (Attach evidence)	2
17	Technical	"Financial soundness : Turnover (Sales) 2020-2021 Above 400 Million 05 Marks 100 Million up to 400 Million 03 Marks Up to 100 million 02 Marks (Attach evidence)"	5
18	Technical	Income Tax Return – Attach evidence copy.	2
19	Technical	Audited Financial Statement for last two years- Attach evidence/copy.	3

	<b>Total</b>		<b>100</b>
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#### **Qualifying Marks: 70 %.**

**Financial bids of only “Technically Responsive Bidders” will be opened.**

#### **Note:**

- i) If no evidence is attached for any technical specification mentioned above then the response will be considered as negative even if “Yes” is given in the Technical Schedule.
- ii) The technical evaluation carried out by the Procurement Committee SIUT, Karachi will be final which will be assessed on technical aspect and clinical experience basis of the Consultant (s) in the relevant specialty. In case no firm fulfills the scoring criteria, the procurement committee remarks will be considered as final.
- iii) Hardcopy & Softcopy of this Form-J is mandatory

#### **Delivery Schedule:**

Items are to be supplied within 7 to 15 days from the date of Purchase Order, in case of imports by SIUT, items should be supplied within 45 days.

**[FORM K]**  
**DOCUMENTS' CHECKLIST**

Please fill out the last 2 columns of this sheet and submit the hard copy along with soft copy.				
S. No	Info Required	Documents	Yes /No	Page No
1	Technical	Bid Letter [Form A]		
2	Technical	Tender Purchase Receipt (Original)		
3	Technical & Financial	Bid Security [Pay Order/Bank Draft on Form B1] [Bank Guarantee as per Form: B2]		
4	Technical	Undertaking as per [Form C]		
5	Technical	Certificate as per [Form D]		
6	After Award	Contract Agreement as per sample [Form E] [applicable after Award Letter]		
7	After Award	Performance Security / Pay order / Bank Draft / Bank Guarantee as per sample [Form F] [applicable after Award Letter]		
8	Technical	Technical Schedule [Form G] <b>(Soft copy is also compulsory)</b>		
9	Technical	Delivery Schedule (Included in Form-H,)		
10	Financial	Price schedule [Form H] <b>(Soft copy is also compulsory)</b>		
11	Technical	Vendor Information [Form I] <b>(Soft copy is also compulsory)</b>		
12	Technical	Bid Evaluation Criteria [Form J] <b>(Soft copy is also compulsory)</b>		
13	Technical	Documents' Check List [Form K] <b>(Soft copy is also compulsory)</b>		
14	Technical	Technical Integrity Pact [Form L]		

***Documents are to be filled in the Bid in above sequence.***

**BIDDER'S DETAILS:**

Bidder Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Tel No: \_\_\_\_\_  
 Fax No: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Mobile No: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Notes:**

All the participants are hereby requested to read the instruction, General, Special Condition and Evaluation Criteria of Bid carefully because no additional documents will be entertained Considered after opening of the bids. Bid evaluation and technical evaluation would be Carried out only on the basis of documents provided in the bid.

**SOFT COPIES:**

1. Soft copy of Technical bid/Schedule of items quoted by Bidder is also mandatory according to our given format. [Form G]
2. Soft copy of Financial Bid/Price schedule is mandatory according to our given format. [Form H]
3. Soft copy of Vendor Information is also mandatory according to our given format with attachments. [Form I]
4. Soft copy of "Bid Evaluation Criteria" duly filled must be enclosed. [Form J]
5. Soft copy of "Documents' checklist" is mandatory according to our format above. [Form K]
6. Scanned copy of all Technical & Financial Document must be provided on USB separately.

**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE  
SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

\_\_\_\_\_ hereby 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 it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, \_\_\_\_\_ 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

\_\_\_\_\_ 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by PA in this regard, \_\_\_\_\_

\_\_\_\_\_ agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by \_\_\_\_\_ 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 PA.

\_\_\_\_\_  
[Procuring Agency]

\_\_\_\_\_  
[Supplier /Contractor/Consultant]

PRODUCT GENERAL INFORMATION									To be filled by Bidder																				
1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
S.No	Tender Item Code	Name of Item	Supplier Name	Brand Name	Manufacturer	Required Quantity	UOM	Pack Size	a) Offered Item Number, fully compliant with the required specifications - 40 points b) Offered item/sample compliant with minor deviation ≤ 10% from the required specifications - 5 points c) Major deviation from specifications of substandard Sample = 0 Points	Original Brochure or Catalogue (Attach evidence)	Assembled by WHO, US FDA, EMA, MDA, TGA, PMDA, Swiss Medic, or Health Canada or by the SRA's. (Attach relevant documents duly attested by senior executive)	Valid licence of establishment / Manufacturer by DMAP (Attach evidence)	Goods Storage Practices (GSP) Certificate (Attach evidence)	Valid Agency/Distribution certificate from the Manufacturer – Attach evidence (where applicable).	Current Good Manufacturing Practice (CGMP) certificate (Attach evidence)	Past Performance of the Bidder. The firm will attach purchase orders along with relevant delivery challan of any Government Hospital/NGOs/Charitable Hospitals A. Govt. Hospital (Attach evidence) (i) 1 – points 3, (ii) 2-4 = points 5, (iii) 5 or more = points 8.	B. Market Dominant Experience: No. of Years (Attach evidence) (i) 1 year = Points 3 (ii) 2 years = points 4 (iii) 5 or more years = points 8.	Total Marks	SECP Incorporation Certificate (Attach evidence)	Valid permit for import by DMAP (Attach evidence)	Enrollment / Registration with DMAP (Attach evidence)	Bidder's Website	ISO certificate 9001 (Attach evidence)	Bank Certificate (Attach evidence)	Bank Statement of Last year (Attach evidence)	Financial soundness : Turnover (Sales) 2020-2021 Above 400 Million 05 Marks 200 Million up to 400 Million 03 Marks Up to 100 million 02 Marks (Attach evidence)	Income Tax Return – Attach evidence copy.	Audited Financial Statement for last two years- Attach evidence copy.	Total Marks
Marks									40	2	6	3	2	2	3	8	8	74	2	3	3	2	2	2	2	5	2	3	26

  

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21									
1	Le 0001	30G Disposable Syring	xyz Pvt Ltd	ABC	xyz Pharma	3,000,000	Nos	1	Blank	Yes, P# 24	Yes, P# 25	Yes, P# 26	Yes, P# 28	www.xyz.com P# 13	Yes, P# 12	Yes, P# 7	Yes, P# 6	2 Hospitals P# 10	3 years P# 18	Yes, P# 2	Yes, P# 3	Yes, P# 4	Yes, P# 5	Rs. 400 Million P# 16	Yes, P# 9	Yes, P# 15	Yes, P# 15		
	MMMC-LT-01	LITHOTRIPTER SYSTEM				1	SET																						

**QUALIFYING MARKS: 70%**

Financial bids of only "Technically Responsive Bidders" will be opened.

**Note:**

- If no evidence is attached for any technical specification mentioned above then the response will be considered as negative even if 'Yes' is given in the Bid Technical Schedule.
- The technical evaluation carried out by the Procurement Committee SIUT, Karachi will be final which will be assessed on technical aspect and clinical experience basis of the Consultant (s) in the relevant speciality. In case no firm fulfills the scoring criteria, the procurement committee remarks will be considered as final
- Hardcopy & softcopy of this Form-G is Mandatory.

Delivery Schedule iv) Items are to be supplied within 7 to 15 days from the date of Purchase Order, in case of imports by SIUT, items should be supplied within 45 days



**Note : Please read instruction at the end of this sheet before filling out this Schedule.**

S. No	Item Code	Item Description	Company Name	Brand Name	Manufacturer	Required Quantity	U.O.M	Pack Size	Rate in PKR / Per Unit	Total Amount in (PKR)	C&F Rate	Foreign Currency	Conversion Rate must be entered	Total Amount C&F	Earnest Money @ 1% of Bid Amount	Delivery Schedule	Remarks (if any)
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	MMC-LT-01	LITHOTRIPTER SYSTEM				1	SET			-				0	0		
										-				0	0		

-

**INSTRUCTIONS**

**Following Content should not be altered:**

- A Serial No.
- B Item Code
- C Item Description
- G Required Quantity.
- H Insert Unit of measurement

**Following Content should be inserted as described:**

- D Insert Company Name, which should be according to tax registration record.
- E Insert Brand Name of Item
- F Insert Name of Manufacturer.
- I Insert Pack size of Item i.e. 1 / 10 / 12 (Number of item in each pack).
- J Insert Rate in Pak Rupees, single unit only.
- K Sheet will calculate by itself.
- L Insert C&F Rate , single unit only.
- M Insert Currency of FCY (e.g. USD, CHF, EURO, JPY, SGD, etc)
- N Insert Conversion Rate ( Exchange rate should be of 7 working day prior to the opening date of Bid).
- O Sheet will calculate by itself.
- P Sheet will calculate by itself.
- Q Insert Delivery Schedule
- R Insert Remarks if any

- i) In case of alternate item kindly write required details at the end of the last columns in the same row and don't change the Item Code mentioned in Tender Specification.
- ii) Data should be input in Text and number formate only.
- iii) No cell should be merged.

**Note : - Data must be filled in all columns except A, B ,C, G, H, K, O & P. please do not create your own file rather fill this sheet as provided by SIUT.**