

# **TENDER DOCUMENTS**

## **TENDER NO. 491**

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

### **“SUPPLY OF DISPOSABLES / CONSUMABLES FOR RADIOLOGY”**

**DUE ON 20-12-2024 AT 02:00 PM**

**Single Stage – One Envelope Bidding Procedure**

#### **IMPORTANT DATES**

<b>Issuance of Tender Documents</b>	<b>06-12-2024 TO 19-12-2024</b>
<b>Submission of Tender</b>	<b>20-12-2024 at 02:00 PM</b>
<b>Opening of Tender</b>	<b>20-12-2024 at 02:30 PM</b>

## INVITATION FOR BIDS

- 1) SIUT-, Karachi, Sindh invites bids on DDP 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

Tender No.	491
Name of Bid	<b>"Supply of Disposables / Consumables for Radiology"</b>
Bidding Procedure	Single Stage One Envelope
Bid Security	1% of the total Bid value
Bid Validity	90 days
Tender Fee	Rs. 3,000/- (non-refundable)
Issuance of Tender Documents	<b>06-12-2024 TO 19-12-2024</b>
Submission of Tender	<b>20-12-2024 at 02:00 PM</b>
Opening of Tender	<b>20-12-2024 at 02:30 PM</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 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 2:00 pm to 4:00 pm** on working days from **06-12-2024 to 19-12-2024**.
- 4) All required certificates / documents along with GST / NTN Certificate, Professional Tax Certificate etc. must be attached along with Bid.
- 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 (amended 2019). 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 Pay order should be attached with Bid).
- 10) In case of discrepancies between the Tender Notice and the Tender Documents, the Tender Documents shall take precedence.
- 11) 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.
- 12) Queries can be addressed at the following numbers or in person during office hours.
- 13) Bids must be submitted at 5<sup>th</sup> Floor, DFMC at Pre-Function Area up to **2:00 p.m. on 20th December, 2024 (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 **2:30 pm**. late Bids will be rejected.

Tel: 021-99216977

Tel: 021-99215718/52

**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 **“Supply of Disposables / Consumables for Radiology”** The importer / sole agent must possess a valid authorization from the Foreign Principal / Manufacturer.
- 2) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued in accordance with Rule 2 (q) of SPP Rules, 2010 and or blacklisted by any other Procuring Agency in the country.
- 3) The list of required Items/Goods, 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 for Bid Security.
  - 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 & words both, failing which the offer will be ignored.  
Bid Security (item wise breakup and total should be mentioned).
- 5) The Bid prepared by the Bidder must comprise all the required applicable documents mentioned in **“Documents’ Check-list [Form K]”** and **“Bid Evaluation Criteria [Form J]”**.
- 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 the proposal in original. The envelope shall be marked as **“PROPOSAL”**. The Bid shall be consisting of the specified documents as mentioned in clause 5 above.  
  
The Bidder must provide the original data sheet and Technical brochure (if any), Income Tax NTN Certificate, Sales Tax Certificate, and other applicable documents mentioned in this Tender in **“Documents Checklist”** and **“Bid Evaluation Criteria”**; otherwise the Bid will be ignored. The Bidder provide all information along with Bid security / Earnest Money at the rate of 1% of the quoted value. **Soft copy of Bid / Proposal is mandatory and must be given in separate USB.**
- 8) Bidders shall quote rates on Delivered Duty Paid (DDP), 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 shipment amount upon submission of shipping documents and duly acknowledged delivery challan.
- 10) 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 and inspection note.

- 11) All the applicable Government taxes will be deducted from the bills of the Suppliers.
- 12) Successful Bidders shall have to pay Stamp duty @ 25 paisas per hundred rupees of the contract value and affix the same on the 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
- 13) 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.
- 14) 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.
- 15) The Bidder is required to offer competitive price. All prices ever must not include the General Sales Tax (GST) as Procuring Agency is exempt for charging Sales Tax under Sales Tax Act, 1990 whereas other taxes and duties should be included wherever 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.
- 16) 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.
- 17) While tendering your quotation, the present trend / inflation in the rate of required items in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of required items shall be entertained.
- 18) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and will not be subjected to variation at any condition. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and shall be rejected;
- 19) Pursuant to Rule 89 of SPP Rules, 2010, The Bidder shall sign an Integrity Pact in accordance with prescribed format attached hereto.
- 20) All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
- 21) The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 22) Incomplete, inaccurate, conditional and late bids shall not be accepted.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) The Procuring Agency reserves the right to increase / decrease or delete the quantities of items etc. at the time of award of contract and also reserves the right to increase / decrease the quantity of

items and services originally specified in the contract without any change in unit price or other terms and conditions of items at any time during the contract period as per SPP Rule, 2010.

- 27) 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.
- 28) Bid validity can be extended as per SPP Rules, 2010.
- 29) 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.
- 30) Any queries regarding this tender should be sent to the [purchase@siut.org](mailto:purchase@siut.org). Please mention **“Supply of Disposables / Consumables for Radiology”**.

# GENERAL CONDITIONS OF CONTRACT (GCC)

## 1. Definitions

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

- a. **“Consignee(s),”** where applicable, means the Receiver / Procuring Agency / End User named in SCC.
- b. **“The Contract”** means an agreement enforceable by law and includes General and Special Conditions, Specifications, and Price schedule;
- c. **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- d. **“The Contract”** means the agreement 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.
- e. **“Day”** means calendar day.
- f. **“GCC”** means General Conditions of Contract.
- g. **“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.
- h. **“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.
- i. **“SCC”** means the Special Conditions of Contract.
- j. **“The Services”** means those services ancillary to the supply of goods, such as special instructions on the label and packing, design, and logo, transportation of items up to the desired destinations and other such obligations of the Supplier covered under the Contract.
- k. **“The Supplier”** means the individual or firm supplying the “Goods, equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract;

## 2. Application

These General Conditions shall apply to the extent that they are not inconsistent / superseded by provisions of other parts of the Contract.

## 3. Country of Origin

All goods and related services to be supplied under the contract shall have their origin in eligible source countries and all expenditures made under the contract shall be limited to such goods and services. For the purposes of this clause, “origin” means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.

- 4. Standards** The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 5. Obligation of the Bidders**
- 5.1 Any document, other than the Contract itself, 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.
- 5.2 The Bidder shall permit the department or its nominee to inspect the Bidders accounts and records relating to the performance of the Bidders and to have them audited by auditors appointed by the Procuring Agency, if so required
- 6. Use of Contract Documents and Information**
- 6.1 The Supplier shall not 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.
- 6.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in condition of contract except for purposes of performing the Contract.
- 6.3 Any document, other than the Contract itself, enumerated in condition of contract shall remain the property of the Procuring Agency and shall be returned if so required by the Procuring Agency.
- 6.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier.
- 7. 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 or any part thereof in the Islamic Republic of Pakistan.
- 8. Performance Security**
- 8.1 Within seven (07) 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.
- 8.2 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.
- 8.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be an unconditional bank guarantee / demand draft / Pay order issued by a scheduled bank located in the Islamic Republic of Pakistan, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- 8.4 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.
- 9. Submission of Samples** The Supplier shall provide at least SIX (06) samples (free of cost) of the product to Procuring Agency.

- 10. Ensuring intimation of storage arrangements** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.
- 11. Inspections and Tests**
- 11.1 The Procuring Agency or its representative shall inspect and shall send sample from each batch of items procured to confirm their conformity to the Contract specifications and the cost shall be borne by the supplier.
- 11.2 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the arrival at Procuring Agency's destinations 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.
- 11.3 Nothing in General Conditions of Contract shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 12. Physical examination of items** If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc. even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within 45 days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited and the firm shall be blacklisted minimum for one year. However, if the entire supplies / installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years.
- 13. Packing** The Supplier shall provide such packing of the goods 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 or as specified in the SCC.
- 14. Delivery and Documents** 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.
- 15. Insurance** The goods, other than imports supplied under the Contract shall be delivered duty paid (DDP) to consignee's end under which risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility.
- 16. Transportation** The Supplier is required under the Contract to transport the goods to a specified place of destination within the province of Sindh, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
- 17. Incidental Services** The Supplier shall be required to provide the incidental services and the cost of which should include in the total Bid price.
- 18. Payment**
- 18.1 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice, delivery challan and inspection note / certificate and other documents.



18.2 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.

**19. Price**

Prices charged by the Supplier for goods delivered 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.

**20. Change Orders**

The Procuring Agency may at any time, by a written order given to the supplier pursuant to GCC Clause 13 & 14, make changes within the general scope of the Contract in any one or more of the following:

- (a) the method of shipment or packing;
- (b) the place of delivery

**21. Contract Amendments**

Subject to GCC Clause 21, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**22. Assignment**

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.

**23. Delays in the Supplier's Performance**

23.1 Delivery shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of as Requirements.

23.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, 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.

23.3 Except as provided under GCC Clause 27, 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 27, unless an extension of time is agreed upon pursuant to GCC Clause 24. without the application of liquidated damages.

**24. Liquidated Damages**

Subject to GCC Clause 26, if the Supplier fails to deliver any or all of the items within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to 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 for each day 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 26.

**25. Termination for Default**

25.1 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 24 or

(b) If the Supplier fails to perform any other obligation(s) under the Contract. or

(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.

25.2 In the event, the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Procuring Agency for any excess costs for such purchase.

**26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 24, 25, and 26, 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.

26.2 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 is 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.

26.3 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.

**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 / delivery 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 supplies and for materials previously procured by the Supplier.

**28. Termination for Insolvency**

The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

- 29. Arbitration and Resolution of Disputes** 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. 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 to the Arbitrator for resolution through arbitration. In case of any dispute concerning the interpretation and / or application of this Contract shall be settled through arbitration. The Additional Chief Secretary or his nominee shall act as sole arbitrator. The decisions taken and / or award made by the sole arbitrator shall be final and binding on the Parties.
- 30. 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.
- 31. Applicable Law** The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan & the Government of Sindh.
- 32. Notices**
- 32.1 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.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33. Taxes and Duty** Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted drugs to the Procuring Agency.
- 34. Overriding effect of SPP Rules, 2010** In case of conflict or primacy of interpretation, the provisions of SPP Rules, 2010 shall have an overriding effect notwithstanding anything to the contrary contained in these Bidding documents.

## **SPECIAL CONDITIONS OF CONTRACT**

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

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

GCC 1 (g)—The Goods are: **“Supply of Disposables / Consumables for Radiology”**.

GCC 1 (h)—The Procuring Agency is: Office of the Director Sindh Institute of Urology and Transplantation, Karachi.

**2. Performance Security (GCC Clause 8)**

GCC 8—the amount of performance security, as a percentage of the Contract Price, shall be: 5%.

**3. Inspections and Tests (GCC Clause 11)**

Representative of Procuring Agency or his nominee shall inspect the required procured item(s) and ensure that it meets the tender specifications before its acceptance.

**4. Delivery and Documents (GCC Clause 14)**

GCC 14—Supplier shall supply the required item(s) within 07 Days (In case of import within 30-45 Days) after signing the contract and shall submit the following:

- (i) Supplier's invoice showing required item(s) description, quantity, unit price, and total Amount;
- (ii) Delivery note.
- (iii) Other relevant documents.

**5. Payment (GCC Clause 18)**

Hundred percent (100%) of the supply Price shall be paid upon delivery, and subject to satisfactory quality after inspection and test of supplied items.

**6. Liquidated Damages (GCC Clause 24)**

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.07 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 5% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**7. Resolution of Disputes (GCC Clause 29)**

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).

**8. Applicable Law (GCC Clause 31)**

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

**9. Taxes & Duties (GCC Clause 33)**

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 Sindh schedule of Sale Tax Act, 1990.

**10. Validity of Tender (GCC Clause 26)**

This tender will be extendable beyond its expiry under any force majeure condition/s.

## **BID DATA SHEET**

The following specific data for the procurement of “**Supply of Disposables / Consumables for Radiology**”. Shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>
<b>Name of Procuring Agency:</b> Director Sindh Institute of Urology & Transplantation (SIUT), Karachi. Telephone No. 021-99216977, 021-99215718/52 Ext-2091
<b>Name of Contract:</b> “ <b>Supply of Disposables / Consumables for Radiology</b> ”.
<b>Bid Price &amp; Currency</b>
<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 within the Procuring Agency’s Country: the price quoted shall be in Pak Rupees.</li></ul>
<b>Preparation and Submission of Bids</b>
<b>Selection Criteria / Responsiveness Criteria:</b> <ol style="list-style-type: none"><li>1. The Bidder must have relevant experience in supplying tender items.</li><li>2. The Bidder should not have been barred / blacklisted by any of Provincial or Federal Govt. Dept., Agency, Organization or autonomous body or Private sector organization anywhere in Pakistan. (Submission of undertaking on Rs.100/- legal stamp paper).</li><li>3. The Bidder must provide “Experience Certificate “for supply of tender items.</li><li>4. The Bidder must provide Income Tax Certificate (NTN), valid GST Registration Certificate and valid SRB registration (If applicable), Professional Tax Certificate and evidence of active taxpayer status with FBR.</li><li>5. The Financial bid will be opened of those Bidders who will be qualified in Technical evaluation.</li><li>6. The Bidder must have local presence in Karachi in order to provide timely support services.</li><li>7. Tender Document duly signed and stamped each page by the Bidder along with complete company Profile must be attached with Technical Bid.</li><li>8. Tender Document duly signed and stamped each page by the Bidder along with complete company profile must be attached with Technical Bid.</li><li>9. The SIUT- reserves the right to reject any Bid if any one of the above-mentioned Criteria is not fulfilled.</li><li>10. Bidder must comply with the requirement of Bid Evaluation Criteria Form [J], Documents’ checklist Form [K] for submission of Bid and terms &amp; condition as mentioned instruction to Bidder.</li></ol> <p>Note: Bidder must provide necessary supporting documents as proof in respect of the selection criteria mentioned above.</p>
<b>Amount of Bid security.</b> 1% of the Bidding amount
<b>Bid validity period.</b> 90 days or extended period.
<b>Clarification.</b> Clarification may be requested not later than 07 days before the submission date. For queries, Bidder may address to Purchase Officer, Purchase Dept. Chand Bibi Road, DFMC Building, SIUT, Karachi. Phone # : 021-99216977, 021-99215718/52
<b>Number of copies.</b> One original and soft copy
<b>Performance Security.</b> Amount of Performance Security of @ 5% of the Bidding amount for the whole agreement period
<b>Stamp duty @ 0.25%</b> or as notified by the Government of Sindh shall be paid by successful Bidder.
<b>Deadline for Bid submission. 20-12-2024 at 02:00 PM</b>
<b>Bid Evaluation:</b> Lowest evaluated Bid

# 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 goods 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 delivery schedule specified in the Schedule of Requirements or 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.

[FORM: B1]

**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	



[FORM: B2]

**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 26 of Instructions to Bidders, or
  - (c) failure of the successful Bidder to
    - (i) furnish the required Performance Security, in accordance with Clause 26 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Clause 26 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 \_\_\_\_\_

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

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

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

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

Corporate Guarantor (Seal)

[FORM: C]

**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 goods is / was supplied at lower rates to any other Govt. / Semi Govt. institution in the province in the same fiscal year.
- c) If any of the information submitted in accordance to 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.

**[FORM: D]**

**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 stores exactly in accordance with the requirement specified in the tender documents.
- b) 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 SINDH INSTITUTE OF UROLOGY & TRANSPLANTATION (SIUT) hereinafter called "the Procuring Agency" of the one part and \_\_\_\_\_ (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids / quotations for certain goods and ancillary services for patients` treatment and hospital use and has accepted Bids / quotations by the Supplier for the supply of those goods and services in the sum of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ Only (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 Contracts and / or purchase orders referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bids / quotations 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 goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
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 goods]** (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)

# [FORM: I]

## SINDH INSTITUTE OF UROLOGY AND TRANSPLANTATION (SIUT) Vendor Information Form

Company Name:				
N.T.N #				
Contact Person Name		Tel No.		Cell #
Designation		Email		

Entity Type				
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"/>

Type of Business				
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"/>

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

Principle Product and Services					
1)		3)		5)	
2)		4)		6)	

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

Work Office			
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**

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	Parameters	Max Points	Yes/No	Page No
1	<b>Conformity to the Technical Specifications of the items will entail 60 marks.</b> a) Fully compliant with the required Specifications 60 Points b) Compliant with minor deviation from the required specifications 30 Points c) Non-Compliant from required specifications 00 Point	40		
	Original Brochure or Catalogue (Attach evidence)	2		
3	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		
	Valid license of establishment / Manufacturer by DRAP (attach evidence)	3		
	Goods Storage Practices (GSP) Certificate.(Attach evidence)	2		
	Valid Agency/Distribution certificate from the Manufacturer – Attach evidence (where applicable).	2		
	Current Good Manufacturing Practice (CGMP) certificate.(Attach evidence)	3		
4	Bidder's Website	2		
	ISO certificate 9001 (Attach evidence)	3		
	SECP Incorporation Certificate (Attach evidence)	2		
	Valid permit for import by DRAP (Attach evidence)	2		
5	Past Performance of the Bidder. The firm will attach purchase orders along with relevant delivery challan of any Government/Semi Government/Teaching Hospitals	8		



	A- No of Hospitals (Attach evidence)comparable size setup in Pakistan: a) Five(5) or more W.Os                      08 Points b) Two(2) to Four(4) W.Os                    05 Points c) One(1) W.O                                      02 Points d) No W.O    00 Point			
	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		
6	Bank Certificate (Attach copy)	3		
7	Bank statement of Last year (Attach copy)	3		
8	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		
9	Income Tax Return for last two years – (Attach copy)	3		
10	Audited Financial Statement for last two years- (Attach copy)	3		
		<b>100</b>		

## [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	With Bid	Bid as per sample [Form A]		
2	With Bid	Tender Purchase Receipt (Original)		
3	With Bid	Bid Security [Pay Order / Bank Draft on Form B1] [Bank Guarantee as per sample form: B2]		
4	With Bid	Undertaking as per sample [Form C]		
5	With Bid	Certificate as per sample [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	With Bid	Technical Schedule (Included in Form-G)		
9	With Bid	Price schedule & Delivery Schedule [Form H] <b>(Soft copy is also compulsory)</b>		
10	With Bid	Vendor Information [Form I] <b>(Soft copy is also compulsory)</b>		
11	With Bid	Bid Evaluation Criteria [Form J] <b>(Soft copy is also compulsory)</b>		
12	With Bid	Documents' Check List [Form K] <b>(Soft copy is also compulsory)</b>		
13	With Bid	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: \_\_\_\_\_

#### **Note** **s:**

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 Price schedule is mandatory according to our given format. [Form H]**
2. **Soft copy of Vendor Information is also mandatory according to our given format with attachments. [Form I]**
3. **Soft copy of "Bid Evaluation Criteria" duly filled must be enclosed. [Form J]**
4. **Soft copy of "Documents' checklist" is mandatory according to our format above. [Form K]**
5. **Scanned copy of all papers of Bid is also compulsory in USB.**

[FORM: L]

**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 OUT BY THE BIDDER.																			
1	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
S.No	Tender Item Code	Name of Item	Supplier Name	Brand Name	Manufacturer	Required Quantity	UOM	Pack Size	a) Offered item/sample fully compliant with the required specifications = 40 Points b) Offered item/sample compliant with minor deviation ≤ 10% from the required specifications and quality = 25 Points c) Major deviation(s) from Tender Specification or substandard Sample = 0 Points	Original Brochure or Catalogue (Attach evidence)	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)	Valid licence of establishment / Manufacturer by DRAP (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/Semi Government/Teaching Hospitals A. No of Hospitals (Attach evidence) (i) 1 = points 5, (ii) 2-4 = points 5, (iii) 5 or more = points 8.	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.	SECP Incorporation Certificate (Attach evidence)	Valid permit for import by DRAP (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 100 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
								Pl do not fill this column	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention No of Hospitals for supply of quoted item and Page No of Attached evidence	Pl mention No of years of supply experience of quoted items and Page No of attached evidence		Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Web Address & page no of attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention sales in million and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Pl mention Yes/No and Page No. of Attached evidence	Total Marks
Marks								40	2	6	3	2	2	3	8	8	74	2	2	2	3	3	3	5	3	3	26

**For Example**

1	Item Code	CR SYSTEM (Minimum configuration)	xyz Pvt Ltd	ABC	xyz Pakistan	2	Nos	1	Blank	Yes, P # 24	Yes, P # 25	www.xyz.com P # 13	Yes, P # 12	Yes, P # 14	Yes, P # 17	2 Hospitals P # 10	3 years P # 18	Yes, P # 5	3 years P # 18	Yes, P # 3	Yes, P # 4	Yes, P # 7	Yes, P # 5	Rs.400 Million P # 16	Yes, P # 15	Yes, P # 9	
1	RDG-001	PRESSURE LINES ( 800 PSI )				12,000	Nos		.																		
2	RDG-002	PRESSURE SYRINGE (200ML)				600	Nos																				
3	RDG-003	ULTRASOUND JELLY SLTRS				500	Nos																				
4	RDG-004	ULTRASOUND PAPER (SONY) HIGH QUALITY				1,200	Nos																				

**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 Si v)** 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 <i>must be entered</i>	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	RDG-001	PRESSURE LINES ( 800 PSI )				12,000	Nos			-				0	0		
2	RDG-002	PRESSURE SYRING (200ML)				600	Nos			-				0	0		
3	RDG-003	ULTRASOUND JELLY 5LTRS				500	Nos			-				0	0		
4	RDG-004	ULTRASOUND PAPER (SONY) HIGH QUALITY				1,200	Nos			-				0	0		
<b>Grand Total</b>										-				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.**