

# **Liaquat University of Medical & Health Sciences, Jamshoro.**



## **Bidding Documents**

**For**

**National Competitive Bidding**

---

**01 Year Security Guard Services  
for LUMHS, Jamshoro.**

---

### **PART ONE {FIXED}**

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



(Tender Form Fees Rs3000/- non refundable)

TENDER NO. LUMHS/PSS/-,

Dated:

## **TENDER FORM**

### **SECURITY GUARDS AT LIAQUAT UNIVERSIT OF MEDICAL AND HEALTH SCIENCES, JAMSHORO.**

Time of issuance of Tender form 05-12-2022 up to 21-12-2022  
(during office hours) Time of Submission of Tender on 22-12-2022 up  
to 11:00AM

Time of Opening of Tender on 22-12-2022 up to 11:30AM

S. No.	DESCRIPTIO	Unit of Measurement	Qty	RATE IN WORD EACH PER MONTH	RATE IN FIGURES EACH PER MONTH
01.	Supervisor (12 Hours Duty)	Per Month	04 Nos.		
02	Ex-Force Security Guards with Weapons (12 Hours Duty)	Per Month	05 Nos.		
03	Civilian Security Guards with Weapons (12 Hours Duty)	Per Month	98 Nos.		
04	Lady Searcher with Good Health (08 Hours Duty)	Per Month	08 Nos.		
Total Per Month					
Total Per Year					

#### **I INSTRUCTIONS FOR EMPLOYMENT OF SECURITY GUARD:**

The Private Security Companies who have fulfilled following requirements can participate in tenders.

1. Valid License from Interior Ministry Govt. of Pakistan and Government of Sindh.
2. Experience (Minimum 07 years)
3. Valid Registration Certificate from EOBI, SESSI. Income Tax, Professional Tax Certificate and Sindh Sales Tax (SST) (SRB)
4. Clearance Certificate from Police, Special Branch and Investigation Bureau.
5. Last Three Years Audit Report
6. Details of training and experience of Guards.
7. Details of Last Refresher training course.
8. An Affidavit of Rs. 100/- (Non Judicial) that the firm is not black listed in any Government/ Semi Government Department or Private Sector.
9. The security Company Should Have minimum 200 guards

10. The Security Company should provide services round the clock including holidays.
11. The Security personnel shall not be beyond the age of 45 years (30-45) age limit.
12. This office shall have the right to ask the security company to remove any person considered incompetent or found unsuitable or for any reason and the person removed for the above reasons shall not be deputed again without the consent of this office.
13. Preference would be given to companies have to experience of at least 02 years of service in multinational companies and or consulates / Embassies.
14. The personnel ought to be polite, courteous, disciplined, physically fit, alert and smartly dressed in Uniform and attend with compliments the distinguished VIPs, staff, patients and attendants.
15. To be entirely responsible for thefts of easily movable items.
16. Not to leave the place of duty under any circumstance until and unless properly relieved i.e signing in handing/ taking over register etc.
17. The names of the security guards should always be displayed by them on their uniforms for the purpose of identification.
18. The company should arrange for surprise checks (during day and night) to check the alertness and attentiveness of the security guards.
19. The company should provide a whistle, torch and lathi to the security guard on duty.
20. If it is found that any property of the University is lost / damaged due to the negligence or connivance of the security guards, the same shall be made good on the depreciated value of the property damaged / lost from the security company's bill.
21. The company shall furnish the names, addresses and photographs of the security staff posted in the University and also when there is any change in security guards.
22. The company shall submit a monthly report of compliance and happenings in the University, to the University authorities.
23. Retired Army Personnel will be preferred.
24. The Security guards shall timely comply with all directors and instruction of University administration. Non-compliance of instructions can lead to termination of agreement.

**TERMS & CONDITION:**

- 1.1 The tenders shall be submitted with all documents in sealed envelopes, with sealing wax in the shape of two envelope system i.e **Technical and Financial** The envelopes must contain tender inquiry No. on the top, separately by Technical and Financial. The name of Company should be affixed on the face of envelopes at the left side.
- 1.2 Tenders must be filled in with Blue or Black ink in the column provided/ on separate letterhead duly signed.
- 1.3 The tenders must be free erasing, cutting and over writing. In case of erasing, cutting and over writing, authorized person should initial it.
- 1.4 The rates on each column should be written in figure as well as in words. Arithmetical errors will be rectified on the basis: In case of discrepancy the price in words will be taken as authenticated and final.
- 1.5 Conditional tenders will be ignored and will not be considered/entertained/accepted.
- 1.6 Tenders form shall be accompanied by Earnest money@ 5% (12 months) of the value of quoted by them in form of Call Deposit/ Pay Order in financial

envelope and Photocopy of pay order / demand draft of earnest money in which amount should not be readable should be enclosed in technical envelope.

- 1.7 Original purchase receipt must be enclosed with their offer and for alternate offer a separate purchase receipt must be submitted otherwise alternate offer will be rejected.
- 1.8 The tendered rate should be inclusive of all taxes, Income & Sales Tax etc payable to Federal & Provincial Government or Local bodies and no claims on this account shall be entertained.
- 1.9 The envelope shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion.
- 1.10 Initially, only envelope marked as "**TECHNICAL PROPOSAL**" shall be opened.
- 1.11 The envelope marked as "**FINANCIAL PROPOSAL**" shall be retained in the custody of the procuring agency without being opened.
- 1.12 The Chairman, Central Purchase Committee, reserve the right to impose the following penalties for any breach of the contract by tenderer.

Forfeiture of the Security money  
Forfeiture of payment  
Black listing of the firm

I/We solemnly declare that the information furnished by me/us is correct to the best of my/ our knowledge and if found incorrect our contract will be liable to be terminated.

NATIONAL TAX NO .....  
GST No.....  
C.N.I.C NO.....  
(Photostat copies must be enclosed)  
NO.....

SIGNATURE OF.....  
CONTRACTOR WITH ADDRESS..... FULL  
NAME & .....  
CELL NO .....  
LAND LINE

Chairman  
Central Purchase Committee,  
LUMHS, Jamshoro.

---

## Preface

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

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

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

Table of Contents -Part One

*PART ONE - SECTION I INSTRUCTIONS TO BIDDERS*..... 2

*TABLE OF CLAUSES*..... 3

*PART ONE - SECTION II. GENERAL CONDITIONS OF CONTRACT*..... 21

*TABLE OF CLAUSES* ..... 22

Part One- Section I.  
Instructions to Bidders

**Table of Clauses**

**A. INTRODUCTION ..... 4**

1. SOURCE OF FUNDS ..... 4

2. ELIGIBLE BIDDERS ..... 4

3. ELIGIBLE GOODS AND SERVICES ..... 5

4. COST OF BIDDING ..... 5

**B. THE BIDDING DOCUMENTS..... 5**

5. CONTENT OF BIDDING DOCUMENTS ..... 5

6. CLARIFICATION OF BIDDING DOCUMENTS ..... 6

7. AMENDMENT OF BIDDING DOCUMENTS ..... 6

**C. PREPARATION OF BIDS ..... 6**

8. LANGUAGE OF BID ..... 6

9. DOCUMENTS COMPRISING THE BID ..... 6

10. BID FORM ..... 7

11. BID PRICES ..... 7

12. BID CURRENCIES ..... 7

13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION ..... 7

14. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS ..... 8

15. BID SECURITY ..... 9

16. PERIOD OF VALIDITY OF BIDS ..... 10

17. FORMAT AND SIGNING OF BID ..... 10

**D. SUBMISSION OF BIDS..... 11**

18. SEALING AND MARKING OF BIDS ..... 11

19. DEADLINE FOR SUBMISSION OF BIDS ..... 11

20. LATE BIDS ..... 12

21. MODIFICATION AND WITHDRAWAL OF BIDS ..... 12

**E. OPENING AND EVALUATION OF BIDS..... 12**

22. OPENING OF BIDS BY THE PROCURING AGENCY ..... 12

23. CLARIFICATION OF BIDS ..... 13

24. PRELIMINARY EXAMINATION ..... 13

25. EVALUATION AND COMPARISON OF BIDS ..... 14

26. CONTACTING THE PROCURING AGENCY ..... 18

**F. AWARD OF CONTRACT..... 18**

27. POST-QUALIFICATION ..... 18

28. AWARD CRITERIA ..... 18

29. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD ..... 19

30. PROCURING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS ..... 19

31. NOTIFICATION OF AWARD ..... 19

32. SIGNING OF CONTRACT ..... 19

33. PERFORMANCE SECURITY ..... 19

34. CORRUPT OR FRAUDULENT PRACTICES ..... 20



## Instructions to Bidders

### A. Introduction

#### 1. Source of Funds

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

#### 2. Eligible Bidders

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

any government organization in accordance with sub clause 34.1

**3. Eligible Goods and Services**

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

**4. Cost of Bidding**

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

**B. The Bidding Documents**

**5. Content of Bidding Documents**

5.1 the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Manufacturer's Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the

rejection of its bid.

**6. Clarification of Bidding Documents**

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

**7. Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be bidding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline or the submission of bids.

**C. Preparation of Bids**

**8. Language of Bid**

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

**9. Documents Comprising the Bid**

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;

(b) documentary evidence established in accordance with ITB

Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

- (c) documentary evidence established in accordance with Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and service and confirm to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 5.

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

**11. Bid Prices! 1.1** The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

**12. Bid Currencies**

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**13. Documents Establishing Bidder's**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

**Eligibility and  
Qualification**

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its *bid*, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- 14. Documents**
- 14.1 Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and

performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, *special tools*, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## 15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty

(30) days beyond the validity of the bid; or

- (b) Irrevocable cashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid *validity* prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 32;

**or**

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

**16. Period of  
Validity of  
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid, except as provided in the bidding document.

**17. Format and  
Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

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

**D. Submission of Bids**

**18. Sealing and Marking of Bids**

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

**19. Deadline for Submission of Bids**

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



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

## **20. Late Bids**

- 20.1 Any bid received by the Procuring agency after the dead line for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned un open to the Bidder.

## **21. Modification and Withdrawal of Bids**

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

## **E. Opening and Evaluation of Bids**

## **22. Opening of Bids by the Procuring agency**

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

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) they are not opened and read out at bid *opening* shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring agency will prepare minutes of the bid opening.

**23. Clarification of Bids**

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

**24. Preliminary Examination**

24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Evaluation and Comparison of Bids** 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:

- (a) incidental costs;
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability of spare parts and after sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at

the final destination.

(b) *Delivery schedule.*

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

**or**

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

**or**

(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

**or**

(ii) The SCC stipulates the payment schedule offered by

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

(d) *Cost of spare parts.*

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

**or**

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

**or**

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

(e) *Spare parts and after sales service facilities in the Procuring agency's country.*

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

(f) *Operating and maintenance costs.*

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

(g) *Performance and productivity of the equipment.*

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

or

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

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

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

**Alternative**

**25.4 Merit Point System:**

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

*[In the Bid Data Sheet, choose from the range of]*

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

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

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

**F. Award of Contract**

- 27. Post Qualification**
- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is

determined to be qualified to perform the contract satisfactorily.

- 19, Procuring agency's Right to Vary Quantities at of Award** 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any in **Time** other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids** 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 31. Notification of Award** 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.  
31.2 The notification of award will constitute the formation of the Contract.  
31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract** 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.  
32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
- 33 Performance Security** 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.  
33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33. I shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid



Part One- Section II.  
General Conditions of Contract

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

**34. Corrupt or Fraudulent Practices**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice., means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any/ time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

## Table of Clauses

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

## General Conditions of Contract

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

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

### 2. Application

2.1 These General Conditions shall apply to the extent that the are

not superseded by provisions of other parts of the Contract.

**3. Country of Origin**

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

**4. Technical Specifications**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information; Inspection and Audit by the Government**

- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

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

6. **Patent Rights** 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

## 7. Performance Security

7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including, any warranty obligations, unless specified otherwise in SCC.

## 8. Inspections and Tests

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

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at

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

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

8.4 The Procuring agency's right to inspect, test and, here necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9.

**Packing** 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## 10. Delivery and Documents

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

10.2 Documents to be submitted by the Supplier are specified in SCC.

**11. Insurance**

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.

**12. Transportation**

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14.**

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



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

## 15. Warranty

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

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

## 16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring agency, no case later than sixty (60) days after submission of an invoice claim by the Supplier.

16.4 The currency of payment is Pak. Rupees.

## 17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31. make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be

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

**19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Procuring agency in writing of All subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

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

22.1 Delivery of the Goods and Performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated**

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

**Damages**

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

**24. Termination**  
**24.1 for Default** The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

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

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

Contract terms and prices. for the remaining Goods, the Procuring agency may elect:

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

**28. Resolution of Disputes**

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

**29. Governing Language**

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

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

**30. Applicable Law**

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

31.

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

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

**32. Taxes and Duties**

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

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

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

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

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

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

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

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

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



**Liaquat University of Medical & Health  
Sciences, Jamshoro.**

**Bidding Documents**

**For**

**National Competitive Bidding**

---

**01 Year Security Guard Services for  
LUMHS, Jamshoro.**

---

**PART TWO (PROCUREMENT SPECIFIC PROVISIONS)**

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

## Preface

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

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

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

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

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

## Table of Contents - Part Two

<i>SECTION I INVITATION FOR BIJJS</i> .....	2
<i>SECTION II BID DATA SHEET</i> .....	4
<i>SECTION III SPECIAL CONDITIONS OF CONTRACT</i> .....	9
<i>TABLE OF CLAUSES</i> .....	10
<i>SECTION V. TECHNICAL SPECIFICATIONS</i> .....	18
<b><i>SECTION VI SAMPLE FORMS</i></b> .....	<b>21</b>
<i>SAMPLE FORMS</i> .....	22
1. <i>Bid Form and Price Schedules</i> .....	23
2. <i>Bid Security Form</i> .....	26
3. <i>Contract Form</i> .....	27
4. <i>Performance Security Form</i> .....	28
5. <i>Bank Guarantee for Advance Payment</i> .....	29
6. <i>Manufacturer's Authorization Form</i> .....	30
<b><i>SECTION VII. ELIGIBILITY FOR THE PROVISION OF GOODS, WORKS, AND SERVICES IN BANK-FINANCED PROCUREMENT</i></b> .....	<b>Error! Bookmark not defined.</b>

## **Part Two**

### **Section I. Invitation for Bids**

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

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

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

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



“Say NO to Corruption”

### Notice Inviting Tender

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

Sr. No.	Description	Date of Purchase /Issue	Date of Submission of Bid	Opening date & time of tender	Time of Completion	Tender fee (Non refundable)
1	One Year Security Guards Services for LUMHS. Jamshoro.	05-12-2022 to 21-12-2022	22-12-2022 upto 11:00AM	22-12-2022 11:30AM	Three Months	Rs. 3000/-
2	Plying University Owned Buses to Pick & Drop the students and staff from various routes/ points of the Hyderabad, LUMHS Jamshoro. With well maintenance repairs of the vehicles, tires, Batteries & etc. shall be borne by the contractor	05-12-2022 to 21-12-2022	22-12-2022 upto 11:00AM	22-12-2022 12:30 PM	Three Months	Rs. 3000/-

#### NOTE:

Details are mentioned in the tender documents. Prescribed tender proforma along with Terms & Conditions which can be downloaded from SPPRA website i.e. <https://ppms.pprasinhd.gov.pk/PPMS/> LUMHS website i.e. [www.lumhs.edu.pk](http://www.lumhs.edu.pk) on payment of Rs. 3,000/- (Rupees Three Thousand only) in the shape of Pay Order/ D.D (Non refundable) in favour of Vice-Chancellor, Liaquat University of Medical & Health Sciences, Jamshoro attached with technical tender proposal within Due Date along with following documents.

- Latest Income Tax Certificate (NTN).
  - Valid SRB Registration Certificate
  - Detailed Portfolio of company Profile.
  - Minimum 05 years’ Experience.
  - Details of turnover (including in terms of rupees) at least last three years that average turnover should not be less than 15.00 million per year
  - Last Three 03 Years Audit Report.
  - Valid License from Govt. of Pakistan and Sindh Government. (Minimum 07 Years)
  - Clearance Certificate from Police, Special Branch & Investigation Bureau.
  - Valid Registration Certificate from EOBI/SESSI.
1. The bidding shall be on single stage two envelope procedure; 1st envelope should contain Technical Proposals DD/Pay order Rs.3,000/- (Rupees Three Thousand only) & be clearly marked as Technical Proposals.
  2. Second envelope should contain Financial Proposals (rates) in Pak Rupees along with the Bid Security 5% of the bid price quoted for the first year in the shape of pay order/demand draft (refundable to unsuccessful bidders) in favour of Vice Chancellor, LUMHS. the envelope be clearly marked as financial proposals.
  3. Both envelopes should be sealed separately and placed in the third envelope. The name of the bidder be clearly marked on all envelopes.
  4. Tender can be downloaded from SPPRA / LUMHS Website or purchased from Purchase &

Store Section, LUM HS, Jamshoro from Monday, 05-12-2022 to Wednesday 21-12-2022 during Office hours.

5. Tender should be dropped in the tender box on Thursday, 22-12-2022 before 11:00 AM (Both Sr. Nos. 1 & 2 and Proposals of the bids shall be opened publicly on same day in the presence of bidders or their nominated representative. who wish to attend at 11:30 AM for Sr. No. 1, and at 12:30 PM for Sr. No. 2.
6. After the evaluation & approval of the technical proposals by the technical committee on the basis of the required documents/ certificates mentioned above & terms and conditions. the LUMHS shall at a time within the bid validity of minimum of 90 days publicly, open the financial proposals of the technical!) accepted bids only, on the date and time communicated later by this university to the technically approved bidder. The financial proposals of bids found technically non-acceptable shall be returned without opening Financial Proposals to the respective bidders.
7. The Procuring Agency may reject any bid subject to relevant provision of SPP rules 2010 and may cancel the bidding process at any time prior of acceptance of bid or proposal as per rule 25 (i) said rules.
8. Government notified black listed firms shall not be entertained in case the tender is not opened.
9. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted / opened on the next working day at the same time & venue. The other terms conditions shall remain unchanged.



Chairman

Central Purchase Committee  
LUMHS Jamshoro

**Copy forwarded with complements to the:**

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

**C.C. for information to the:**

1. PS to Vice chancellor, LUMHS, Jamshoro

## Section II. Bid Data Sheet

### Notes on the Bid Data Sheet

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

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

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



### Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB. *[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

<b>Introduction</b>	
<b>ITB 1.1</b>	LUMHS, Jamshoro.
<b>ITB 1.1</b>	<i>N/A</i>
<b>ITB 1.1</b>	<i>N/A</i>
<b>ITB 1.1</b>	Name of Contract. <b>1 Year Security Guard Services at LUMHS, Jamshoro.</b>
<b>ITB 4.1</b>	<b>LUMHS, Jamshoro.</b>
<b>ITB 6.1</b>	Ph.# 022-9213350, E-mail: <a href="mailto:storesectionlumhs@yahoo.com">storesectionlumhs@yahoo.com</a> .; Website: www.lumhs.edu.gk
<b>ITB 8.1</b>	Language of the bid. English only

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

Security Services Required

Details

Price schedule In Pak Rupees

Name of Bidder-----

S. No.	DESCRIPTION	Unit of Measurement	Qty	RATE IN WORD EACH PER MONTH	RATE IN FIGURES EACH PER MONTH
01.	Supervisor (12 Hours Duty)	Per Month	04 Nos.		
02	Ex-Force Security Guards with Weapons (12 Hours Duty)	Per Month	05 Nos.		
03	Civilian Security Guards with Weapons (12 Hours Duty)	Per Month	98 Nos.		
04	Lady Searcher with Good Health (08 Hours Duty)	Per Month	08 Nos.		
				Total Per Month	
				Total Per Year	

**Company's Basic Evaluation Criteria**

Description	Total Marks	Company Name
		Obtained Marks
NTN Certificate	Mandatory	
Registration with Sindh Revenue Board Wherever applicable	Mandatory	
General Sales Tax Registration Certificate (GST) if Applicable	Mandatory	
Undertaking of Affidavit that the firm is not involved in any litigation of abandoned any procurement in the Department	Mandatory	
Affidavit to the effect that the firm/supplier have not been black listed previously by any executing agency	Mandatory	
Valid Registration Certificate from EOBI, SESSI, Income Tax, Professional Certificate and Sindh Sales TAX	Mandatory	
Valid License from Govt. of Pakistan and Sindh Government.	Mandatory	
Clearance Certificate from Police, Special Branch & Investigation Bureau.	Mandatory	
Bid Security 5% of Bid Cost	Mandatory	
Bid Signed and Stamp	Mandatory	
Detail portfolio of Company Profile	10	
Current Financial Position (Bank statements of last three years) Details of turnover (including in terms of rupees) at least last three years that average turnover should not be less than 15.0 million per year & Last Three Years Audit Report	15	
Professional Experience of Technical Staff as per required/ relevant Security Services.	15	
<b>Technical Evaluation Criteria (Item Wise)</b>		
Minimum 05 Years experience of Security Services and Membership from All Pakistan Security Agencies (APSAA )	40	
Similar nature works Experience	20	
<b>Total Marks</b>	<b>100</b>	

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

## Section III. Special Conditions of Contract

### Notes on the Special Conditions of Contract

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

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

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

### Table of Clauses

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

## Special Conditions of Contract

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

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is: LUMHS, Jamshoro.

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

GCC 1.1 (i)—The Supplier is: Successful Bidder will be the Supplier

#### *Sample Provision*

GCC 1.1 (j)—The Project Site is: N/A

### 2. Country of Origin (GCC Clause 3)

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

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be:

Successful bidder is required to submit **5%** performance security of annual submitted bid amount in form of pay order, demand draft, or bank guarantee.

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

**4. Inspections and Tests (GCC Clause 8)**

GCC 8—Inspection and tests will be conducted on 5 in nos. sample of tablets prior to shipment of Goods.

**5. Packing (GCC Clause**

**9) Sample provision**

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

**6. Delivery and Documents (GCC Clause 10)**

**Sample provision (DDP terms)**

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

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

**7. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. **Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are: N/A

*[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]*

9. **Spare Parts (GCC Clause 14)**

GCC 14.1—Additional spare parts requirements are: N/A

*Sample provision*

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within twelve (12) months of placing the order and opening the letter of credit.

10. **Warranty (GCC Clause**

**15) *Sample provision***

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

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

or

(b) Pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.5) percent per week of contractual amount.

*[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]*

... for correction of defects in the warranty period is: (N/A)



11. Payment (GCC Clause

16) *Sample provision*

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

Payment of local currency portion shall be made in PKR within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

- (i) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.
- (ii) Part payment on part supply may be allowed

12. **Prices (GCC Clause**

17) *Sample provision*

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC. (N/A)

13. **Liquidated Damages (GCC Clause**

23) GCC 23.1—Applicable rate:

Maximum deduction: 0.5 percent per week of the contractual amount.

14. **Resolution of Disputes (GCC Clause 28)**

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

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

15. **Governing Language (GCC Clause 29)**

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

16. **Applicable Law (GCC Clause 30)**

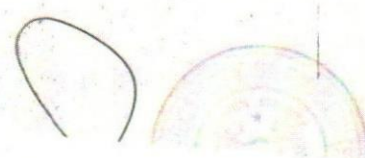
GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

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

17. **Notices (GCC Clause 31)**

GCC 31.1—Procuring agency's address for notice purposes: **LUMHS, Jamshoro.**

—Supplier's address for notice purposes:



## **Section IV. Schedule of Requirements**

### **Notes for Preparing the Schedule of Requirements**

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

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

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

## Schedule of Requirements

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

## Section V. Technical Specifications

### Notes for Preparing the Technical Specifications

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

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

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

#### Sample Clause: Equivalency of Standards and Codes

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

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

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

**Liaquat University of Medical & Health Sciences,  
Jamshoro.**

**HIRING OF SECURITY COMPANY FOR ALL OFFICES OF LUMHS, JAMSHORO,  
GOS FOR THE PERIOD OF 1 YEAR**

## 1. RATIONAL FOR THE SECURITY SERVICES:

### 1.1 Sense of Security

The presence of a security guard at a business can provide peace of mind and a sense of security to the business owner, employees and customers. Employees that work in high-risk areas are more productive and easier to retain when they don't have to worry about personal safety. It also lets customers know that you are concerned about their safety and willing to take steps to insure it. This may be particularly important for businesses that deal in very high-end merchandise or are located in high-crime areas.

### 1.2 Prevention

Simply having a security guard present is a great deterrent to crime. Thieves will think twice about targeting a business that has uniformed protection. Professional guards are trained to look for suspicious activity on the spot. They can assess a situation and react to security breaches. A guard is a greater visual deterrent than just camera surveillance or a standard security system. It sends a message to potential criminals that you are serious about the security of your business.

### 1.3 Customer Service

Security guards can also be customer service ambassadors. A guard may man a front desk or act as a sentry to control access to an area. This can mean that there is a substantial amount of interaction with visitors and employees. Guards may be able to help direct visitors to find their concern official and get to the right location in a foundation. Guard can also be available as escorts for visitors and employees to get to their cars after dark. Hiring personable and capable guards lets you communicate that the foundation is secure.

### 1.4 Handling Crime

Security guards can receive varying levels of training when it comes to actively responding to a crime. Some may simply take down details and contact the police. Some may be able to detain suspects. It is up to the foundation to decide whether to have an armed or unarmed guard, and what procedures should be in place for handling a suspect should a crime occur. Hiring a trained and licensed guard from a reputable company can ensure that the guard behaves capably and sensibly when faced with criminal activity on business premises.

### 1.5 Monitoring

Not all security guards spend all their time on active patrol of a business property. A security professional may be employed to monitor video surveillance, check credentials, check for contraband or restrict access to an area. A security guard may have specific goals, such as

.keeping an eye on the grounds after hours, and opening or closing a business for the day. these monitoring duties take a lot of scrutiny responsibility off the shoulders of the Foundation and employees, and allows them to focus on their jobs.

### 1.6 REQUIREMENTS FROM SECURITY FIRM:

Following specifications & Torso of security guards are proposed:

S.#	Category of Guards	Specification of Guards	(With Arms & ammunition)
01	Supervisor	X-Army	Yes
02	Guards	Literate & Trained	Yes

#### Security Company Responsibilities

- a) To provide security to office premises, office staff and assets therein.
- b) To issue "Visitors Pass" followed by recording of public/individual (outsiders) entry and exit timings.
- c) Ensure 24/7 patrolling in and around the office premises.
- d) To keep eye on trespassers in and around the office premises.
- e) To ensure that Guards are remain vigilant for anything unusual or potentially threatening to respond legally according to the situation.
- f) To recognize potentially dangerous situations and respond in the safest and most effective & legal manner.
- g) To help, defend, and protect employees in need.
- h) To investigate and remove trespassers/violators from office premises as and when ordered.
- i) To monitor and control gate/door access for vehicles, employees, etc.
- j) To ensure safety & checks of the office Door Locks, Electrical/ Electronic Items, and windows, etc.
- k) To ensure that Guest of LUMHS, are escorted as and when needed.
- l) To ensure the traffic control around the office premises and parking is in proper manner.
- m) To buzz alarms and/or call for outside assistance/help when needed in emergencies (police, fire, ambulance care, etc.)
- n) To record and maintain reports by noting any danl ages, theft, and/or other irregular activity around or inside the office premises
- o) To follow all State and Company-enforced laws and regulations.
- p) To ensure compliance of labor laws regarding Minimum Wages of Security Guards & age that must be in accordance with the labor laws applicable in Sindh.
- q) To ensure Physical checking of employees / visitors and their baggage.
- r) To ensure that physical assets are moved/lodged/relocated after issuance of the gate pass as per directives of the Office/Admin Incharge of LUMHS.
- s) To ensure Scanning of employees/ visitors with **metal detector to avoid transportation of explosive or hazardous material.**
- t) To post ex Army personnel as Supervisor of Guards, whereas the sub ordinate Guards must be Literate, trained and Armed with Valid license.  
Tonsure the t each and deploy d in the offices of LUMHS has good character not addicted, Height+Weight duly verified by the concerned police station. In this regard,
- u) Personal information, experience & character certificate should be furnished as and when required
- v) Detail of metal detectors provided.
- W) Detail of Vehicle provided for Patrolling
- X) Preference will be given to retired army personnel
- Y) Detail of Training.

Chairman,  
Central Purchase Committee,  
LUMHS, Jamshoro.



## Section VI. Sample Forms

### Notes on the Sample Forms

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

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

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

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

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

**Sample Forms**

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

### 1. Bid Form and Price Schedules

Date: \_\_\_\_\_  
IFB N<sup>o</sup>: \_\_\_\_\_

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

Gentlemen and/or Ladies:

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

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

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

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

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

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

Name and address of agent  (if none, state "none")	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Part Two - Section VII. Eligibility for the Provision of Goods, Works  
and Services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

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

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

## 2. Bid Security Form

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

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 17.

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
[signature of the bank]

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of  
(hereinafter called "the Procuring agency") of the (hereinafter called  
[city and country of Supplier] "the Supplier") of  
[country of Procuring agency] one part and [name of Supplier] of the other  
part.

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz.,  
[brief description of goods and services] and has accepted a bid by the Supplier for the supply of  
[contract price in words and figures]  
Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)