



**SINDH HEALTHCARE COMMISSION**

Quality Care for All

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Copy No. \_\_\_\_\_

# **Sindh Healthcare Commission**

## **Bidding Documents**

**For**

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**MINOR RENOVATION / REFURBISHMENT FOR  
SHCC OFFICE KARACHI,**

**TENDER NO: SHCC/BS/1561/2018**

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### **PART ONE (FIXED)**

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

## **Preface**

This Bidding Document has been prepared for use by Procuring agencies and their implementing agencies in the procurement of goods and services 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 I, Invitation for Bid; Section II, Schedule of Requirements; Section III, Technical Specifications; Section IV, Special Conditions of Contract and the forms to be used in Section I, Invitation for Bids, and Section V, 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.

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## DEFINITIONS

“Bid” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SHCC.

“Bid with Lowest Evaluated Cost” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“Bidder” means a person or entity submitting a bid;

“Bidding Documents” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“Bidding Process” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“Blacklisting” means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

- (i) Where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SHCC to obtain an undue benefit for himself or those affiliated with him;
- (ii) Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SHCC under the contract;
- (iv) Where an official of the SHCC engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“Contract” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Contractor” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

- (i) “Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) “Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SHCC to establish prices at artificial, non-competitive levels for any wrongful gain;
- (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

“Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization;

“Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive;

“Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

“Notice Inviting Tender” means the notice issued by a SHCC through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Prequalification or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“SHCC” means the Sindh Health Care Commission;

“Services” means any object of procurement other than goods or works, and includes consultancy services;

“Substantially Responsive Bid” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

“Supplier” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SHCC’s requirements.

## Section I. INSTRUCTIONS TO BIDDERS (ITB)

### 1. Correspondence Address

The contact number and the correspondence address for submitting the proposals are as follow:

Sindh Healthcare Commission  
Block C 2<sup>nd</sup> Floor FTC Building  
Shahrah-e-Faisal, Karachi.  
Phone # 021-38656000

### 2. Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible. [SPPRA Rule 29]

### 3. Corrupt Practice

1. SHCC requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q - iii, iv)]
2. SHCC will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

### 4. Preparation of Bids

#### 4.1 Bidding Process

This is the Single Stage - Two Envelope Procedure; the bid shall comprise a single package containing two envelopes ELIGIBILITY CRITERIA (duly filled in all respect) and written clearly in legible letters “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”[SPPRA Rule 46 (2)]

#### 4.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and SHCC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



### **4.3 Language of Bid**

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SHCC must be written in English. [SPPRA Rule 6 (1)]

### **4.4 Financial Proposal**

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for Financial Proposal are available in Part II Section II.

### **4.5 Bid Currencies**

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

### **4.6 Bid Security**

The SHCC shall require the bidders to furnish the Earnest Money of 2% of bid price, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (90) days beyond the validity period for bids, in order to provide the SHCC reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the SHCC as non - responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. [SPPRA Rule 37(2)]

The bid security shall be forfeited:

- If a Bidder withdraws its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to;
  - Sign the contract in accordance with ITB Section [7.4]; or
  - Does not abide by the terms of Contract Agreement.

### **4.7 Bid Validity**

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SHCC; [SPPRA Rule 38 (1)]

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

## **5. Submission of Bids**

### **5.1 Sealing and Marking of Bids**

This is the Single Stage-Two Envelope Procedure; the bid shall comprise a single package containing two separate envelopes ELIGIBILITY CRITERIA (duly filled in all respect) and written clearly in legible letters “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” [SPPRA Rule 46 (2)]

### **5.2 Response Time**

Bidders are required to submit their Bids within fifteen(15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids will be received by SHCC at the address specified under ITB Section [1] within office hours. [SPPRA Rule 18 (2)]

### **5.3 Extension of Time Period for Submission of Bids**

SHCC may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SHCC is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SHCC is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

### **5.4 Clarification of Bidding Documents**

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SHCC shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid. [SPPRA Rule 23 (1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

### **5.5 Late Bids**

Any bid received by SHCC after the deadline for submission of bids prescribed by SHCC pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)] .The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt

### **5.6 Withdrawal of Bids**

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of

the authorization. Provided that, written notice of Withdrawal, shall be received by SHCC prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [4.8].

### **5.7 Cancellation of Bidding Process**

- i.SHCC may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
- ii.SHCC shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (5.7 - i); [SPPRA Rule 25 (2)]
- iii.Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; [SPPRA Rule 25 (3)]
- iv.SHCC shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

### **5.8 Mechanism for Redressal of Grievances**

SHCC has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SHCC during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

- i.Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;[SPPRA Rule 31(4-a)]
- ii.Annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
- iii.Reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SHCC shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SHCC. [SPPRA Rule 31(5)]

SHCC shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

More fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

**IMPORTANT**

In addition to above it may be added that no complaint will be entertained unless it is:-

- a) Forwarded on company's original letter head, complete address, NTN of the company and CNIC of the complainant.
- b) Incriminating evidence of the complaints.

**5.9 Review Panel**

The Authority shall maintain a list of Review Panelists for the purpose of reviewing a bidder's complaint. The Panelist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Chief Secretary. [SPPRA Rule 32(1)]

The List of Specialists shall be formed from a number [SPPRA Rule 32(2)]

- i. Persons who have been legal professionals; [SPPRA Rule 32(2-a)]
- ii. Persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)] and
- iii. Persons from a list of specialists with experience in the relevant field. [SPPRA Rule 32(2-c)]

The Specialists shall be grouped into a number of Review Panels, each with a nominated Chairperson, both as approved by the Chief Secretary. Each panel shall have a minimum of 3 members, one from each of the groups listed in sub rule (2) above and up to 2 co-opted members on a case-by-case basis depending upon the nature of the complaint. [SPPRA Rule 32(3)]

The specialists shall be paid remuneration for their services as determined by the Authority from time to time with the approval of the Chief Secretary. [SPPRA Rule 32(4)]

**5.10 Matters not subject to Appeal or Review**

The following actions of the SHCC shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SHCC; [SPPRA Rule 33 (1)]
- Decision by the SHCC under ITB section [5.7]. [SPPRA Rule 33 (2)]

**6. Opening and Evaluation of Bids****6.1 Opening of Bids by SHCC**

The opening of bids shall be as per the procedure set down in Section [4.1] dealing with Bidding Process.

**6.2 Clarification of Bids**

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, SHCC may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

### 6.3 Preliminary Examination

SHCC will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SHCC may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SHCC.

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

### 6.4 Eligibility Criteria

All bids shall be evaluated as per the criteria given in para [6.5].

### 6.5 Eligibility Criteria.

SHCC shall evaluate the offers using the following eligibility criteria.

Sr. No	Criteria	Description	MARKS
01	Company Profile	Years in Specific Services / Business, Postal Address, email, Cell & Fax No. (20 marks for 10 years & plus experience, 10 marks for 5-6 years.	20
02	Firm Registration	Provide copies of NTN and GST certificates issued by FBR and registration certificate issued by SRB	20
03	Firm/ Company has never been blacklisted	The Bidder/ firm /contractor should not have been barred by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private sector organization anywhere in Pakistan. (Submission of Undertaking on non-Judicial Stamp Paper on Rs.100/-).	20
04	Specific Experience	The bidder must have at least 05 years' experience in relevant field. (Please submit copy of PO/Contract Agreement/Notification of Award). <b>(20 marks for 5 Specific Projects, 10 marks for Less than 5 Specific Projects.</b>	20
05	Clientele list	Clientele list with telephone numbers of contact persons (20Marks for 10 Clients, 15 marks for 7-9 clients, 10 marks for 4-6 clients	20
	<b>Total:</b>		<b>100</b>
	<b>Passing Marks:</b>		<b>70</b>

Note

1. Bidder must provide necessary supporting documents as proof in respect of the selection criteria mentioned above.

**6.6 Discussions Prior to Evaluation**

If required, prior to evaluation of the bid, SHCC may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

**7. Award of Contract****7.1 Award Criteria**

Subject to ITB Section [7.2], SHCC 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 the information given in the bidding document is on ground verified by the Procurement Committee of the SHCC.

**7.2 SHCC's Right to Accept Any Bid and to reject any or all Bids**

SHCC annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

**7.3 Notification of Award**

Prior to the expiration of the period of bid validity, SHCC will notify the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [7.5], SHCC will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [4.7].

**7.4 Signing of Contract**

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SHCC particulars as may be asked by the SHCC Management.

The Contract shall be signed by parties within 07 Days of award of contract. Copy of the agreement enclosed as Annexure "A" required to be signed by the lessor at this stage.

**7.5 Performance Security**

Within 15 DAYS of receipt of the notification of award from SHCC, the successful Bidder shall furnish to SHCC the Performance Security of 5% of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or

maintenance period. The Performance Security shall be in the form of a pay order or demand draft or bank guarantee issued by a reputable commercial bank, acceptable to SHCC, located in Pakistan. [SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SHCC may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SHCC and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.

### **7.6 General Conditions of Contract**

For detailed General Condition of Contract refer to Part I Section II of this TD.

### **7.7 Special Conditions of Contract (Same as General Conditions of the Contract)**

For detailed Special Condition of Contract refer to Part II Section IV of this TD.

### **7.8 Integrity Pact (Not Applicable)**

The successful bidder shall upon the award of the contract execute an Integrity Pact with SHCC. [SPPRA Rule 89]

### **7.9 Non-Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SHCC.

## **Section II. GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

Applicable Law means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“Procuring Agency” or “PA” means Sindh Health Care Commission.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions of Contract (GCC), and the Special Conditions of Contract (SCC).

“Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

“Effective Date” means the date on which this Contract comes into force.

“Government” means the Government of Sindh. “Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“The Goods” means all of the furniture, fixture, equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

## **2. Law Governing Contract**

This Contract, its meaning and interpretation must be in accordance with the SPP Rules 2010 (amended 2013).

## **3. Notice**

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.
- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

## **4. Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SHCC or the Supplier may be taken or executed by the officials.

## **5. Taxes and Duties**

The Supplier shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.



## **6. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

## **7. Expiration of Contract**

Unless terminated earlier pursuant to Contract, this Contract shall expire at the end of such time period after the Effective Date as specified in the lease agreement.

## **8. Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **9. Force Majeure**

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

## **10. No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

## **11. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **12. Termination of Contract by lessor/lessee.**

As per clause 5

## **13. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **14. Settlement of Disputes**

### **15. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **16. Arbitration**

If the SHCC and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

### **17. Obligations of the Supplier**

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SHCC, and shall at all times support and safeguard the SHCC legitimate interests in any dealings with Sub-Suppliers or third Parties.

### **18. Conflict of Interest**

The Supplier shall hold the SHCC's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### **19. Confidentiality**

Except with the prior written consent of the SHCC, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **20. Standard**

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.

## **21. Patent Rights**

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

## **22. Inspections and Tests**

- 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. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Manufacturer.
- Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **23. Packing**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

## **24. Transportation**

The Supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.

## **25. Incidental Services**

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

- Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- 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;

## **26. Spare Parts**

The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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
- In the event of termination of production of the spare parts:
  - Advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
  - Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

## **27. Warranty**

- The Supplier warrants that the Goods supplied under the Contract are new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all 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.
- This warranty shall remain valid as per BOQ (03 Years and 01 Year wherever applicable) after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 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.

## **28. Payment**

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

- The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfillment of other obligations stipulated in the Contract.
- Payments shall be made promptly by the Procuring agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- The currency of payment is Pak. Rupees.

### **29. Prices**

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.

### **30. Delivery and Documents**

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

### **31. Liquidated Damages**

If the Supplier fails to deliver any or 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 18.

### Schedule of Requirements

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

S.No	Description of Work	App. Qty	Unit	Rate	Amount
<b>A</b>	<b>SHCC Office</b>				
1	Construction of Office Chambers by manufacturing of Wooden wall Partitions. Total area size is 570 SFT provided for construction of three Rooms. Made by partial Wooden of 2"x1" internal structure with ½" thick Lasani Sheet fixing on both sides and Oak ply sheet pressing over it. 5mm Fixed Glass windows with frost paper pasting on glass. Swing door with Handle Lock and door closer including best quality hardware, fittings etc., required paint work both sides complete in all respects .	280	Sq. ft.		
2	Refurbishment of Existing Accounts Office walls in matching with the other fixtures by pressing of Oak ply sheets over Existing walls (interior and exterior walls) with polish finishing. Office walls size (11'-8"+11'-8"+9') x 8'-4" High. Also providing and fixing of sliding door in same matching material and finishing with lock and handles				

#### **Note:**

#### **The Renovation work will be carried out as per SHCC approved plan.**

<sup>1</sup>The Procuring agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

## Section III. 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.

<b>I</b>	<b>Paint</b>
1	Providing and applying of of ICI matt finish paint on All internal walls, open ceiling and partition walls upto false ceiling (single side & both sides, where necessary) .with filling, scrubbing for good finish.
<b>J</b>	<b>False Ceiling</b>
1	Repair/Maintenance /Replacement /Change False Ceiling Tiles 2'x2' as per existing design and size, Suspension System, Aluminum glazed frame, complete as per existing design/drawing.
2	Providing / replacing and connecting of False Ceiling L.E.D and halogen lights as per existing design and requirements
3	Providing and fixing all the False ceiling palmate lights
<b>K</b>	<b>Electrical Works</b>
1	Repair / Servicing / maintenance of all electric wiring where available in office area
2	Providing and laying concealed Electrical wiring for computers ( Pakistan Cables) including ground with necessary main circuits ( 7/29) for Switches and Sockets Points (3/29) for all the offices in floor boxes

## Section IV. 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 —The Procuring Agency is: Office of the Directorate of the Business Support – Sindh Healthcare Commission, Karachi.

### 2. Applicable Law (GCC Clause 2)



Contract shall be interpreted in accordance with the Sindh Public Procurement Rules 2010 (amended 2013)

### **3.Settlement of Disputes (GCC Clause 14)**

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to the dispute resolution mechanism as defined in rule 31, 32 and 34 of the (SPPR 2010) Amended 2013

### **4.Inspections and Tests (GCC Clause 22)**

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

### **5.Warranty (GCC Clause 27)**

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

### **6.Payment (GCC Clause 28)**

Hundred percent (100%) of the Contract Price shall be paid upon delivery of goods, and satisfactory services, Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance certificates duly signed by authorized Representative of the SHCC.

### **7.Delivery and Documents (GCC Clause 30)**

Supplier shall supply and install the good/services within 60 Days after signing the contract and shall submit the following.

**5.2.3.1**Supplier's invoice showing Goods'/services' description, quantity, unit price, and total amount;

**5.2.3.2**Packing List identifying the contents of Supply;

**5.2.3.3**Delivery note.

**5.2.3.4** Warranty and guarantee certificate;

**8. Liquidated Damages (GCC Clause 31)**

If the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.07 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

**Section V. Sample Forms****Annexure "A"****SPECIMEN OF CONTRACT FORM***Contract Form*

THIS CONTRACT is made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *Sindh Healthcare Commission, Karachi*. (Hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz.,

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\_\_\_\_\_ and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
- (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications.
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

**Annexure “B”**

**SCHEDULE OF AVAILABILITY, SUBMISSION & OPENING OF BIDS**

For details refer to Newspaper Advertisement published on the subject matter.

## Annexure “C”

### Letter of Acceptance

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

To:

Procurement Department,  
Sindh Healthcare Commission,  
Karachi,

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item and perform the required service 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 Two (02) percent of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 28 days from the date fixed for Bid opening under ITB Section 4.6 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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018 \_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

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

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

**Annexure "D"****Bid Security Form**

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

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

THE CONDITIONS of this obligation are:

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

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

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

*[signature of the bank]*

## Annexure “E”

### Performance Security Form

To:

**Director Business Support  
Sindh Healthcare Commission,  
Karachi.**

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No.

*[Reference number of the contract]* dated \_\_\_\_\_ 2018\_\_\_\_\_ to supply *[description of goods and services]* (herein after called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*

\_\_\_\_\_  
*[Address]*

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